3233 Nokukhanya Luthuli Street
Groutville KwaZulu - Natal
South Africa
PO Box 1869,
KWADUKUZA 4450
tel. (032) 559 6822
fax. (032) 559 6806
email: luthulimuseum@luthulimuseum.org.za
website: www.luthulimuseum.org.za

an agency of the
Department of Sport, Arts and Culture

APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ICT HOSTING AND SUPPORT SERVICES FOR LUTHULI MUSEUM

REF. LM02/2024/02/ICT HOSTING & SUPPORT

(Period of 36 months - 3 Years)

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE NUMBER	
EMAIL ADDRESS	
NATIONAL TREASURY CSD NUMBER	

TOTAL TENDER PRICE Incl. 15% VAT

R………………………………………………………………………………

TENDER BOX LUTHULI MUSEUM

CLOSING DATE: 01 OCTOBER 2024

CLOSING TIME: 13h00

APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ICT HOSTING AND SUPPORT SERVICES FOR LUTHULI MUSEUM FOR A PERIOD OF 36 MONTHS (3 YEARS)

LM02/2024/02

GENERAL TENDER INFORMATION

TENDER CLOSING DATE: 01 OCTOBER 2024 at 13h00pm

CONTRACT PERIOD : 3 YEARS (36 MONTHS)

TENDER BRIEFING SESSION: 12 SEPTEMBER 2024 AT 11:00AM AT LUTHULI MUSEUM

TENDER SUBMISSION : TENDER BOX, THE LUTHULI MUSEUM, 3233 NOKUKHANYA LUTHULI STREET, GROUTVILLE, KWADUKUZA, 4450

APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF ICT HOSTING AND SUPPORT SERVICES FOR LUTHULI MUSEUM FOR A PERIOD OF 36 MONTHS (3 YEARS)

LM02/2024/02

CONTENTS

PART 1: PREFACE INFORMATION

1.1. INTRODUCTION

Luthuli Museums is a schedule 3A public entity and non-profit organisation, subsidised by the National Department of Sports Arts & Culture. Luthuli Museum was established in terms of the Cultural Institutions Act, 1998 (Act No. 119 of 1998) and must comply with the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) and its concomitant Regulations.

The Luthuli Museum intends on appointing a suitable, qualified and certified IT service provider to provide proactive ICT solutions to maintain the integrity of the Museum's ICT infrastructure and maintain business continuity for a period of 36 months (3 years).

1.2. GENERAL

The Luthuli Museum requires the services as described per attached bid 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. The bid 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 bid other than that shown on the cover of the envelope.
1.2.3. Bids cannot be submitted by post or email. The Bid must still reach this office before the closing date and time. **No couriered bid documents will be accepted. Failure to do so will invalidate the bid.**
1.2.4. The closing date and time of the 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 bid.
1.2.6. Bidders must submit One (1) original, hard copy of the proposal marked "Original proposal and, 1 clearly labelled USB which **MUST** consist of the scanned copy of original proposal inside a padded envelope.

1.3. Tender Format

Tender 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 bid 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 Tender, this proposal together with its Tender 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 tender.

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 tendered. 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 / tenders 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

BID NOTICE

1. BID INFORMATION

Bid Number: LM02/2024/02/ ICT Hosting & Support
Bid Description: Provision of ICT Hosting and Support Services for Luthuli Museum for a period of 36 months (3 Years)
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: 01 October 2024 at 13h00

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

Supply Chain Officer Tel number: 032 559 8063 Email: scmofficer@luthulimuseum.org.za

BRIEFING SESSION
A compulsory briefing session will be held on:
Date: 12 September 2024
Time: 11h00

Venue: Luthuli Museum, 3233 Nokukhanya Luthuli Street, Groutville, KwaDukuza, KwaZulu-Natal

2. SUBMISSION AND COLLECTION OF BID DOCUMENTS

Where bids should be delivered:
Physical Address: Tender 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 ICT HOSTING AND SUPPORT SERVICES PROVIDER: REF. LM02/2024/02 ICT HOSTING & SUPPORT" with the Bidder's name below that. Tenderers are welcome to attend the opening of the bids immediately following the closing of acceptance of bids.

Where bid documents can be obtained from the following online sites:
Luthuli Museum website: www.luthulimuseum.org.za
National Treasury - eTender Portal

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, 2022. 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.

3. INSTRUCTIONS FOR SUBMITTING BIDS

Bid responses must be submitted as follows:

3.1 **Bidders must submit One (1) original, hard copy of the proposal marked "Original proposal and, 1 clearly labelled USB which MUST consist of the scanned copy, in the same format of original proposal inside a padded envelope.**

3.2 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.

3.3 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**.

3.4 The BID Responses (hard and electronic copies) must be clearly marked as follows: Bidder's Name & Contact Details, BID Number, RFB Description, and Closing Date.

3.5 All Bids in this regard shall only be accepted if they have been placed in the tender box before or on the closing date and stipulated time.

3.6 Late bids shall not be considered.

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

4. BID RETURNABLES

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

SCHEDULE 1:

1A: Tender Bid 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 3 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: Bidders to submit Valid SARS Tax Pin

2D: Central Supplier Database (CSD) Registration Report.

2E: Proof of accreditation/ certification

SCHEDULE 3: Section 2.3 of this Bid Document.

SCHEDULE 4: Technical / Functionality response

SCHEDULE 5: SBD Forms

5A: **SBD 1 –** Invitation to Tender

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 2022

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

5H: **SBD 7.3 –** Contract Form – Sale of Goods/Works

5I: **SBD 8 –** Declaration of Bidders past Supply Chain Management Practices

5J: **SBD 9 –** Certificate of Independent Bid Determination

5K: **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.

5. BID EVALUATION QUALIFICATION REQUIREMENTS

The bid will be evaluated in three stages as follow: -

Stage 1: Compliance and Responsiveness to the Administrative Requirements

The following should be returnable together with the request: -

5.1 Company Profile
5.2 3 Reference Letters on a Company or Organisation's Letterhead with Contactable References
5.3 Central Supplier Database (CSD) full report, if it is a Joint Venture, it should appear as such on the CSD Report.
5.4 Valid SARS Tax Pin (Compliance Certificate from SARS)
5.5 B-BBEE Certificate or Sworn Affidavit (Valid at the time of closure of the request)
5.6 All SBD Forms must be completed, signed, and certified where applicable.
5.7 Six months Certified copy of Qualifications and Company Accreditation to an affiliated body/s
5.8 Six months Certified copy of a valid Letter of Good Standing as issued by Department of Labour for: COIDA and Unemployment Insurance Fund (UIF) Certificate.

Stage 2 : Technical Functionality Requirements

Bidders passing compliance and responsiveness will thereafter be evaluated on Functionality as per PPPFA.

Functionality	100 Points
Minimum threshold to be attained by the bidder	70 Points.

Stage 3 : Preferential Point System

Bidders passing the minimum Functionality threshold will thereafter be evaluated on preferential point system as per the PPPFA.

THE 80/20 PREFERENTIAL POINT SYSTEM IS APPLICABLE TO THIS REQUEST.

The maximum points for this tender are allocated as follows: -

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

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

COMPLIANCE CHECKLIST

Item	Document Reference	Description	Action to be taken	Checked, Verified &Submitted
1	SBD1	Invitation to tender	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	SBD 7.2	Contract form – Rendering of Services	To be completed in full (if applicable)	
8	SBD8	Declaration of bidders past Supply Chain Management Practices	To be completed in full	
9	SBD9	Certificate of Independent Bid Determination	To be completed in full	
10	TOR	Terms of reference	To be read and applied	
11	CSD	Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number (MAAA)	
12	GCC	General conditions of Contract	Initial each page	
13	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	
14	BID	**NB. Technical Threshold – 70%**	To be compiled and submitted in line with requirements of the Terms of Reference	
15		Bid Invitation	1 Original, 1 USB	

Additional Notes:

1. Check list to be completed and attached to the Bid submission.
2. Incomplete documents will be regarded as non-responsive
3. All forms to be completed in black ink
4. 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
5. No late quotations / bids will be accepted
6. The Luthuli Museum reserves the right to award or may not award the bid or to partially award.

SIGNATURE(S) OF BIDDER(S) (DULY AUTHORISED)

………………………………………………..

………………………………………………

NAME: ……………………………………

TITLE: ………………………………………

DATE: ………………………………………

COMPANY STAMP

3233 Nokukhanya Luthuli Street
Groutville KwaZulu - Natal
South Africa
PO Box 1869,
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PART 2: TECHNICAL SPECIFICATIONS PACK

3233 Nokukhanya Luthuli Street,
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South Africa
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KWADUKUZA, 4450
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LUTHULI MUSEUM
PROVISION OF ICT HOSTING & SUPPORT SERVICES FOR LUTHULI MUSEUM FOR A PERIOD OF 36 MONTHS (3 YEARS)
Reference Number: LM02/2024/02

2.1 DESCRIPTION OF SERVICE REQUIRED/ SPECIFICATION

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 completed fully.*

ITEM NO	DESCRIPTION	COMPLIANCE YES/NO	REMARKS/DEVIATION
2.1.1	**<u>Support services – Desktop & laptop, server and network support (Onsite and remote)</u>** • Preventative & reactive support. • Maintenance of the core ICT infrastructure.		

	• Service provider must submit monthly reports. • Onsite / Virtual monthly reporting meetings. • Filtering and control of computer usage reports • Consultations on *adhoc* ICT solutions. • Upgrading support		
2.1.2	**<u>Mailbox hosting</u>** • Maintain the museum mailbox. • Provide support on problems with mailboxes • Backup of emails. • Must be a Microsoft Partner		
2.1.3	**<u>Offsite backup</u>** • Backup of server data offsite periodically. • Cloud storage management and backups.		
2.1.4	**<u>Disaster recovery</u>** • Recovery of data in event of damage to server. • Provide preventative measure for data loss. • Draft an IT Business Continuity Plan		
2.1.5	**<u>Firewall management</u>** • Provide adequate management and technical support for the Museum`s Firewall.		
2.1.6	**<u>Antivirus management</u>**		

	• Provide adequate antivirus maintenance for the Museum`s ICT computer systems.		
2.1.7	**<u>Microsoft license management</u>** • Must be a Microsoft Partner • Must provide Office365 support. • Assist with the management of all the museum`s Microsoft licenses. • MS Operating systems for server, desktops and laptops. • MS Office software for desktops and laptops.		
2.1.8	**Connectivity Hosting** • Provide economical internet hosting solution for the Museum's remote location. • Provide support to fix internet connection in the event of loss of connection. • Provide 25MB uncapped internet access connection. • Ensure that the institution can access on the internet enabling users to establish internet connectivity.		

PRICING

ITEM NO.	DESCRIPTION	COMPLIANCE YES / NO	REMARKS / DEVIATION
2.1.9	Pricing breakdown should be provided as per the scope of works and the parts / sections provided above detailing costs for the installation works; design; material; equipment; testing; labour; contingency; VAT.		

2.1.10	Any additional pricing should be motivated separately in instances where there has been an omission from the BID document.		

2.2 Evaluation Criteria

The bid will be evaluated in three stages:

2.2.1 Compliance and Responsiveness to the Administrative Requirements

The abovementioned evaluation system will only take effect if all the administrative requirements are achieved. Bidders that do not meet all the administrative requirements will be disqualified for further evaluation of their bid.

The Bid Evaluation process will assess compliance with the Minimum Administrative Requirements for Administrative Compliance as outlined below.

- Company Profile
- 3 Reference Letters with contactable references
- Central Supplier Database (CSD) full report, if it is a Joint Venture, it should appear as such on the CSD Report.
- Valid SARS Tax Pin (Compliance Certificate from SARS)
- B-BBEE Certificate or Swon Affidavit (Valid at the time of closure of the request)
- All SBD Forms must be completed, signed, and certified where applicable.
- Six months Certified copy of Qualifications and Company Accreditation to an affiliated body/s
- Six months Certified copy of a valid Letter of Good Standing as issued by Department of Labour for: COIDA and Unemployment Insurance Fund (UIF) Certificate

2.2.2 Technical Functionality Evaluation

ITEM	EVALUATION CRITERIA	ALLOCATED POINTS	MAXIMUM POINTS
Company Profile and Experience	5 years that the business has been operating in the ICT Hosting & Support Services industry and list of 3 contactable references in a company letterhead and size of previous contracts. (Provide the name of the institution and contactable references)		**25**
	5 Years +	**25**	
	2 - 4 Years	**10**	
	1 – 2 Years	**5**	
	Less than 1 Year	**0**	
Compliance with specifications	Compliance with the requirements as set out in the Specifications document of the Luthuli Museum.		**30**
	Support Services	**5**	
	Mailbox Hosting	**5**	
	Offsite Backup	**5**	
	Disaster Recovery, Firewall Management & Anit-Virus Management	**5**	
	Microsoft licence Management	**5**	
	Connectivity Hosting	**5**	
Risk Management	Provide Risk Assessment Plan for ICT Hosting & Support Services		**25**
	How the risk will be identified	**2**	
	Mitigation on how it will be implemented	**5**	
	Example of the template to be attached	**3**	
	Provide Contingency Plan in case of ICT related risks but not limited to; natural	**15**	

	disasters, criminal activity, hardware, and software failure.		
Accreditation / Certification	Submitted proof of verifiable applicable accreditation / certification / affiliation		**10**
	Company accreditation / affiliation to an accredited ICT body or institution	**5**	
	Accredited qualification of Team Leader and members of the team.	**5**	
ICT Hosting & Support Service Plan	Clearly defined Service Plan outlining the implementation of ICT Hosting and Support for the Museum over a three (3) year period.		**15**
Total			**100**
NB:	**ANY BIDDER THAT SCORES LESS THAN 70 OUT OF 100 WILL BE REGARDED AS SUBMITTING A NON-RESPONSIVE BID AND WILL BE DISQUALIFIED.**		

2.2.3 Preferential Point System.

The Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, 2022 will apply in the evaluation and adjudication of this bid (80/20 or 90/10 preferential point system). The Museum reserves the right not to accept any bid or part of bids as detailed above in "**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**" of the bid.

Evaluation will be based on the administrative requirements, functionality and point system.

Evaluation Element Administrative Requirements

Overall Evaluation	**Points (80/20)**
Price Proposal	**80**
Departmental Specific Goals	**20**
Total	**100**

2.3 BID TERMS OF REFERENCE

2.3.1 DEFINITIONS

2.3.1.1 "**Acceptable Bid**" - any bid, which, in all respects, complies with the specifications and conditions of the RFB as set out in this document.

2.3.1.2 "**B-BBEE**" – broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

2.3.1.3 "**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.

2.3.1.4 "**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.

2.3.1.5 "**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 SITA to submit a bid in response to this bid invitation.

2.3.1.6 "**Broad-Based Black Economic Empowerment Act**" – the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

2.3.1.7 "**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.

2.3.1.8 "**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 tender.

2.3.1.9 "**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.

2.3.1.10 **"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.

2.3.1.11 **“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)

2.3.1.12 **“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.

2.3.1.13 **“Exempted Micro Enterprise (EME)”** – An entity with an annual turnover of R 10 (ten) million or less.

2.3.1.14 “**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.

2.3.1.15 “**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.

2.3.1.16 “**Imported Content**” **–** that portion of the tender 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.

2.3.1.17 “**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.

2.3.1.18 “**Local content**” – that portion of the tender price, which is not included in the imported content, provided that local manufacture does take place;

2.3.1.19 “**Person(s)**” - a natural and/or juristic person(s).

2.3.1.20 **“Price”** – includes all applicable taxes less all unconditional discounts.

2.3.1.21 “**Prime Contractor**” –any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.

2.3.1.22 **“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.

2.3.1.23 “**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.

2.3.1.24 “**SMME**” – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

2.3.1.25 “**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.

2.3.1.26 “**Subcontractor**” - any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor.

2.3.1.27 “**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.

2.3.2 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:

Abbreviations/acronyms	Description
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

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

2.3.3 SUPPLY CHAIN MANAGEMENT

2.3.3.1 Expectations

2.3.3.1.1 Tender Proposal Expectations

The Bidder must provide a detailed proposal outlining the services to be rendered, covering as a minimum all the sections 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 below describing how the requirement will be met.

2.3.3.1.2 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.

2.3.3.1.3 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.

2.3.3.2 Conditions

2.3.3.2.1 The Bidders are to state where their headquarters are situated.

2.3.3.2.2 The names, identity numbers and street addresses of all partners where persons, partnerships or closed corporations bidder.

2.3.3.2.3 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, must be furnished.

2.3.3.2.4 Bidders must provide satisfactory proof of registration as an employer with the Compensation Commissioner and Unemployment Insurance Commissioner.

2.3.3.2.5 Bidders must undertake to provide a certain and reasonable number of additional staff as requested for the rendering of services at the sites during crises situations.

2.3.3.2.6 A compulsory site meeting must be attended by the bidder in order to determine the cost involved and noncompliance will lead to disqualification.

2.3.4 SPECIAL TERMS AND CONDITIONS OF THE TENDER

2.3.4.1 Lodging of Bid Proposals:

1 Bid Proposal must be delivered by hand **(One original and 1 x USB)** to:

The Luthuli Museum

3233 Nokukhanya Luthuli Street

Groutville

KWADUKUZA

4450

Bid Proposal not received on time and date specified will not be considered.

2.3.4.2 Compliance with General Conditions of Contract (GCC)

No Alteration, variation, or amendment of the Contract (of which this Tender 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 Tender, 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.

2.3.4.3 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.

2.3.4.4 Luthuli Museum Liability:

The Luthuli Museum does not bind itself to accept the lowest or any tender proposal, nor to sign any reason for the rejection of a tender 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.

2.3.4.5 Submission Acceptance

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

2.3.4.6 Prices:

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

2.3.4.7 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.

2.3.4.8 Cost of Proposal

Bidders shall bare the costs associated with the preparation and submission of their proposals, the Luthuli Museum will no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender.

2.3.4.9 Tender Documents:

This document in its entirety serves as the complete tender document. The 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.

2.3.4.10 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.

2.3.4.11 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.

2.3.4.12 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.

2.3.4.13 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 person duly authorized to bind the bidder to the contract.

2.3.4.14 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.

2.3.4.15 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.

2.3.4.16 Assumption of duty

Total cost of project: For the purpose of this tender bidders are to take into account all aspect of financial implications for the duration of the Project.

2.3.4.17 Service Level Agreement (SLA)

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

2.3.4 TERMS AND CONDITIONS

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.

		Accept	Do not accept
1.	This BID is subject to the General Conditions of Contract referred to in this document.		

		Accept	Do not accept
2.	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.		

		Accept	Do not accept
3.	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.		

		Accept	Do not accept
4.	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.		

		Accept	Do not accept
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.		

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 BID and supporting documents.	**Accept**	**Do not accept**

10.	Where the BID 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.	**Bidders who make use of subcontractors.** 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**

17.	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**
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**

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ……………………………….................................,

WHO REPRESENTS (state name of bidder) …......................................CSD Registration Number..

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: ....

SECTION D

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on …............................ 20……………...... at ………………………………………………………………………..

Mr/Ms…..., whose signature appears below, has been authorised to sign all documents in

connection with this bid on behalf of (Name of Close Corporation) ……………………………………………………………………………………….

SIGNED ON BEHALF OF CLOSE CORPORATION: ……………………………………………… (PRINT NAME)

IN HIS/HER CAPACITY AS ….. **DATE**: …....................

SIGNATURE OF SIGNATORY: …..

WITNESSES:

1. …..
2. ....

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on……............................20……..., Mr/Mrs……………………….................. (whose signature

appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) …………………………………………………………............

IN HIS/HER CAPACITY AS: ……………...

SIGNED ON BEHALF OF COMPANY: …...
(PRINT NAME)

SIGNATURE OF SIGNATORY: …... **DATE**: …..............................

WITNESSES:

1. …..

2. ....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned….. hereby confirm that I am the sole owner of the business trading as ……….. ....

…... …................................... ....

SIGNATURE **DATE**

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
…...................................	…............................	....
….....................................	…...............................	....
….....................................	…...............................	....
….....................................	…................................	....

We, the undersigned partners in the business trading as…..

hereby authorise …..to sign this bid as well as any contract resulting from the bid and

any other documents and correspondence in connection with this bid and /or contract on behalf of

....	....	....…
SIGNATURE	**SIGNATURE**	**SIGNATURE**
....	....	....
DATE	**DATE**	**DATE**

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on …..……… 20………………..... at ……………..

Mr/Ms…..., whose signature appears below, has been authorised to sign all documents in

connection with this bid on behalf of (Name of co-operative) …..……………………………………………………
…

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

…..

IN HIS/HER CAPACITY AS: …...……………………………

**DATE: …...............................…………………………………………………………………………..
…..**

SIGNED ON BEHALF OF CO-OPERATIVE: …...

NAME IN BLOCK LETTERS: ……………………………………………………………………………..

WITNESSES:

1. …...
2. ....

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on……...20……………….……....,

Mr/Mrs……………….............. Mr/Mrs……..

Mr/Mrs……………….............. and Mr/Mrs……... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture) ………………………………………………

IN HIS/HER CAPACITY AS: …………………...

SIGNED ON BEHALF OF COMPANY: …..
(PRINT NAME)

SIGNATURE: …................................... **DATE**: ……...............................

IN HIS/HER CAPACITY AS: …………………...

SIGNED ON BEHALF OF COMPANY: …..
(PRINT NAME)
SIGNATURE: …................................... **DATE**: ……...............................

IN HIS/HER CAPACITY AS: …………………...

SIGNED ON BEHALF OF COMPANY: …...
(PRINT NAME)
SIGNATURE: …..................................... **DATE**: ……...............................

IN HIS/HER CAPACITY AS: …………………...

SIGNED ON BEHALF OF COMPANY: …..
(PRINT NAME)
SIGNATURE: ….. **DATE**: ……...............................
.

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on…………………………………………………………............20……………………........,

Mr/Mrs………………... and Mr/Mrs……...

(whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) ………………………………..…………………….................

IN HIS/HER CAPACITY AS: …………………..

SIGNATURE: …... **DATE**: ……..............................

SECTION E

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Luthuli Museum on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

   (a) The offer herein shall remain binding upon me and open for acceptance by the Luthuli Museum during the validity period indicated and calculated from the closing time of the bid.

   (b) This bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted.

   (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Luthuli Museum may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Luthuli Museum . I/we will then pay to the Luthuli Museum any additional expenses incurred by the Luthuli Museum having either to accept any less favourable bid or, if fresh bids must be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Luthuli Museum shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Luthuli Museum may sustain by reason of my default;

   (d) If my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;

   (e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

   ....
   ....

....
....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

6.I/we firm confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Luthuli Museum, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then the Luthuli Museum, in addition to any remedies it may have, may: -

(a) Recover from the Service Provider all costs, losses or damages incurred or sustained by the Luthuli Museum because of the award of the contract, and/or

(b) Cancel the contract and claim any damages which the Luthuli Museum may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS ....DAY OF .... 20 .... AT …………………………..

SIGNATURE OF BIDDER OR DULY…………………………………………………………

NAME IN BLOCK LETTERS AUTHORISED REPRESENTATIVE……………………………

ON BEHALF OF (BIDDER'S NAME): ……..

CAPACITY OF SIGNATORY: …………………..

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) ……...

POSTAL ADDRESS:…………………………………………………………..……………….

TELEPHONE NUMBER: ....

FAX NUMBER: ....

CELLULAR PHONE NUMBER: ....

E-MAIL ADDRESS: …………………………………………………

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LUTHULI MUSEUM					
BID NUMBER:	**LM02/2024/02**	**CLOSING DATE:**	**01-10-2024**	**CLOSING TIME:**	**13:00PM**
DESCRIPTION	**PROVISION OF ICT HOSTING AND SUPPORT SERVICES FOR LUTHULI MUSEUM FOR THE PERIOD OF 36 MONTHS (3 YEARS)**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
3233 NOKUKHANYA LUTHULI STREET					
GROUTVILLE, KWADUKUZA					
KWAZULU-NATAL					
4450					

BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO	
CONTACT PERSON	**SUPPLY CHAIN MANAGEMENT OFFICER**
TELEPHONE NUMBER	**032 559 8063**
FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**scmofficer@luthulimuseum.org.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED:………………………
(Proof of authority must be submitted e.g., company resolution)

DATE:……………………………

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder ……………………………………	Bid number: **LM02/2024/02**
Closing Time: **13:00PM**	Closing date: **01 OCTOBER 2024**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery …………………………………. *Delivery: Firm/not firm
- Delivery basis ……………………………………

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ………………………………………………………………………………… BID NO.: **LM02/2024/02**

CLOSING TIME: **13:00** CLOSING DATE: **01 OCTOBER 2024**

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

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

1 The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R………..…………………………………

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION HOURLY RATE DAILY RATE

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

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

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

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

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

TOTAL: R…………………………....

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

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

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

TOTAL: R……………………….......

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

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

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

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

…………………………………………

…………………………………………..

…………………………………………..

Any enquiries regarding bidding procedures or technical information may be directed to the –

SUPPLY CHAIN MANAGEMENT OFFICER
LUTHULI MUSEUM
3233 NOKUKHANYA LUTHULI STREET
GROUTVILLE
KWADUKUZA
4450
Tel: 032 559 8063
E-Mail Address: scmofficer@luthulimuseum.org.za

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: ……………………………….

2.2 Identity Number: …………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ………..

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

2.5 Tax Reference Number: ……………………………………………….………

2.6 VAT Registration Number: ……………………………………………………....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……...……………………………

Name of state institution at which you or the person connected to the bidder is employed : ……………………………………

Position occupied in the state institution: ……………………………………

Any other particulars:
………………………………………………………………

………………………………………………………………

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

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

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

…………………………………………………………………….
…………………………………………………………………….
…………………………………………………………………….

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

2.8.1 If so, furnish particulars:
…………………………………………………………………..
…………………………………………………………………..
…………………………………………………………………...

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

2.9.1 If so, furnish particulars.
……………………………………………………………...
…………………………………………………………..….
………………………………………………………………

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

2.10.1 If so, furnish particulars**.**
………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.11.1 If so, furnish particulars:
…………………………………………………………………………….
………………………………………………………………………

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

Full Name	**Identity Number**	**Personal Tax Reference Number**	**State Employee Number / Persal Number**

4 DECLARATION

I, THE UNDERSIGNED (NAME)…………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………….. ..……………………………………………
Signature Date

…………………………………. ………………………………………………
Position Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

"tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(a) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(b) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(c) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(d) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race HDP (Black Equity Ownership)		10		
Gender HDP (Women Equity Ownership)		4		
Youth Equity Ownership		4		
People with Disability		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number……….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid **.**

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …………………………….

CAPACITY …………………………….

SIGNATURE …………………………….

NAME OF FIRM …………………………….

DATE …………………………….

WITNESSES
1 ………………………………..

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE ………………………………………….

OFFICIAL STAMP

WITNESSES

1 ……………………………….

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 *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the 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**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

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

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 consortium[3] 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.

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

………………………………………………… ………………………………….

Signature Date

…………………………………………………. ………………………………….

Position Name of Bidder

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15.

Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

General Conditions of Contract (revised February 2008)