

BID NOTICE AND INVITATION TO BID

You are hereby invited to bid for the requirements of National Museum, Bloemfontein

BID NUMBER: NMSEC 002/24 **CLOSING DATE:** 01 March 2024
CLOSING TIME: 12:00

Description services: PROVISION OF SECURITY SERVICES TO THE NATIONAL MUSEUM

The successful bidder will be required to fill in and sign a written Contract.

Bid documents must be deposited in the bid box situated in the reception area at National Museum office, no. 36 Aliwal street, Bloemfontein during working hours (08h00-16h30). No bids are to be delivered at any other National Museum's office besides the office stipulated on the bid document. Bidders must ensure that they sign the submission register at the reception when delivering their bids and the bid document must be placed in the correct bid box.

THE CLOSING TIME WILL BE AS PER THE CLOCK AT THE NATIONAL MUSEUM RECEPTION.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must advise their couriers/drivers of the instruction above to avoid misplacement of bid responses. NM will not be held responsible for the misplacement of bid by bidders/courier/drivers.

- 1. All bids must be submitted on the original forms – (BIDDERS MUST NOT RE-TYPE THE BID DOCUMENT OR CONVERT FROM PDF FORMAT)**
2. This bid is subject to the General Conditions of Contract (GCC) and the special conditions of contract.

Bid Opening Procedure

There will be a public bid opening of the bids received on the **01 March 2024** immediately after the closing time. The bidders' name and BBBEE status will be read out to those who are present and results will also be published on the NM website. The financial offer envelope will not be opened at the public bid opening of the bids as NM can only open financial offers of bidders who reach the minimum threshold of 70 points on functionality evaluation stage. **The bidders' functionality and financial offer envelopes must be clearly marked with the Bid number, Project name and Bidder's name.**



an agency of the
Department of Sport, Arts and Culture

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

RFT	NMSEC 002/24
ISSUE DATE	06 February 2024
CLOSING DATE	01 March 2024
CLOSING TIME	12h00

EVALUATION CRITERIA	THE 80/20 EVALUATION CRITERIA WILL BE APPLICABLE FOR THIS BID
DATE	NOT APPLICABLE
LOCATION ADDRESS	36 ALI WAL STREET, BLOEMFONTEIN CENTRAL, BLOEMFONTEIN, 9301
CONTACT PERSON	scm@nasmus.co.za

Definitions of interpretation:

Clause headings are for convenience and are not to be used in its interpretation; Unless the context indicates a contrary intention and expression, which denotes:

- Any gender shall include the other genders;
- A natural person shall include a juristic person and vice versa; and
- References to clauses, schedules, parts, and sections are, unless otherwise provided, references to clauses, schedules, parts, and sections of the Conditions.

Meanings of expressions and words:

In the Conditions, the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning:

“Act” will refer to any Act in the Republic of South Africa referred to hereunder:

1. The Constitution of the Republic of South Africa, (Act 108 of 1996);
2. The Criminal Procedure Act, (Act 51 of 1977) as amended;
3. Preventing and Combating of Corrupt Activities Act, (Act 12 of 2004);
4. Minimum Information Security Standards (MISS);
5. Minimum Physical Security Standards (MPSS); 2009
6. Control of Access to Public Premises and Vehicles Act, (Act 53 of 1985) as amended read in conjunction with Government Gazette Notice 1094 of 24 May 1991;
7. The Arms and Ammunition Act, (Act 75 of 1969) as amended; Protection of Information Act, (Act 84 of 1982) as amended;
8. Promotion of Access to Information Act, (Act 2 of 2000);
9. The Trespass Act, (Act 6 of 1959) as amended;
10. Electronic Communications and Transactions Act, (Act 25 of 2002);
11. Electronic Communications Security Act, (Act 68 of 2002)
12. Fire-Arm Control Act, (Act 60 of 2000) as amended;
13. Dangerous Weapons Act, (Act 15 of 2013)
14. Drugs and Drug Trafficking Act, (Act 140 of 1992)
15. Private Security Industry Regulatory Authority (Act 56 of 2001) as amended;(PSIRA)
16. “Authorized Officer” means any person authorized by the owner of any public premises or any public vehicle to act in terms of the provisions of section 2;
17. “Occupational Health and Safety Act, (85 of 1993) as amended” To provide for the health and safety of persons at work and/or members of the public and/or contractors.
18. “ISO 9001/2” The norm/quality of the security service to be rendered and Quality Management and Assurance.
19. “Dangerous object” means any explosives or incendiary material, any explosive or incendiary device, any fire-arm, any gas, material, weapon or other article, object or instrument which may be employed to cause bodily harm to a person, or to render a person temporarily paralyzed or unconscious, or to cause damage to property, as well as anything the Minister make by notice in the Government Gazette declared to be a dangerous object for the purpose of this Act.

20. "Public Premises" means any premises/site(s), structure, hall, room, office, convenience, land, enclosure, or water surface which is the property of, or is occupied or used by, or is under the control of, the Museum or a statutory body, and to which a member of the public has a right of access, or is usually admitted or to which he may be admitted;
21. "Contract" means the agreement entered into between the Museum and the Service Provider;
22. "Firearm" means any semi-automatic pistol, shotgun, rifle or assault rifle;
23. "Service provider" means the Security service provider responsible for the provision of guarding service and all of its employees;
24. "Uniform" means any clothing including trousers, skirts, shirts, shoes, boots, belts, socks, insignia, overcoats, wind breaker and cap;
25. "Safety and Protective Clothing" means bullet proof vests and reflector jackets;
26. "Security Aids" means handcuffs, batons, pocket books, hand held radios, hand held metal detectors, pens, flashlights and permit.
27. "Articles" includes but is not limited to the following: documents, parcels, mail, flowers, containers, chemicals, foods and cash;
28. "Emergencies" means any alarm condition and/or fire, bomb threat, earthquake, armed robbery, armed attack, hostage situations, strike, demonstrations and picketing, riot, labour unrest, public upheaval, flood, lightning strike, explosion, load shedding, physical attack on members of the public, contractors and employees of the Museum.
29. "Hours of business" as indicated by the Museum Manager/Representative;
30. "BAC" means Museum`s Bid Adjudication Committee;
31. "Supervisor" means Director, Member, Owner, Management, Area Manager and Managing Director;
32. "Inspection" means Security personnel **must be** inspected twice (x2) per day shift and twice (x2) per night shift by an offsite inspector, supervisor and/or manager.

1. PURPOSE

To appoint a Service provider for the rendering of security (guarding) services at the National Museum, no. 36 Aliwal Street, Bloemfontein; and Oliewenhuis Art Museum, no 16 Harry Smith Street, Bloemfontein for the period of thirty-six (36) months in Free State Province.

2. DURATION AND CONDITIONS OF THE TENDER

2.1 Duration:

- (a) The duration of the contract will be for a period of thirty-six months commencing from the 01 June 2024.
- (b) The successful tenderer shall be obliged to sign a Service Level Agreement (SLA) immediately after the tender is awarded.

3. CONDITIONS

3.1 Tenderers shall provide the National Museum with the following information:

- (a) Their regional and local headquarters,
- (b) Names, addresses and telephone numbers of their banks or other financial institutions that manage their finances and the names of a contact persons at each financial institution;
- (c) Consent that the financial institutions may answer the company financial enquiries and supply statements on request by National Museum;
- (d) The names, identity numbers and street addresses of all partners, shareholders of their companies;
- (e) All Security Officers registered in terms of the Private Security Industry Regulatory Authority (PSIRA), 2001 (Act 56 of 2001);
- (f) A list of references; at least two years
- (g) School / tertiary qualification of all Security Officers; with minimum Grade 12,
- (h) Security clearances of security personnel when requested by the Museum; and
- (i) Consent of their employees that they do not object signing a Declaration of Secrecy.

4. Operational Conditions

4.1 SPECIFICATION

ITEM NO	DESCRIPTION		YES	NO	REMARKS
4.1.1	Service required	Hours per day			
	Rendering of security (guarding) services at the National Museum; No: 36 Aliwal street, Bloemfontein; and	12 hours			
	Rendering of security (guarding) services at Oliewenhuis Art Museum, 16 Harry Smith Street, Bloemfontein for a period of thirty-six (36) months.	24 hours			

4.1.2	Security deployment	Quantities			
	Security Officers – Grade C National Museum x1 36 Aliwal Street, Bloemfontein, 9301 Dayshift: 06H00 – 18H00 Monday – Friday Dayshift: 06H00 – 15H00 Saturday only	1			
	Security Officers – Grade C Oliewenhuis Art Museum x 1 Dayshift: 06H00 – 18H00 Weekdays Dayshift: 06H00 – 18H00 Weekends and Public Holidays Nightshift 18H00 – 06H00 Weekdays Nightshift 18H00 – 06H00 Weekends and Public Holidays	2			
4.1.3	Additional guards as and when required				
4.1.4	Security Aids	Quantities			
	Batons	In line with deployment per shift			
	Hand-cuffs	In line with deployment per shift			
	Whistle	In line with deployment per shift			
	Flash light/torches	2			
	Pens	For each security officer on duty			
	Pocket books	1 for each security officer on duty			

	Sentinel system	1			
--	-----------------	---	--	--	--

5. MANDATORY BID REQUIREMENTS

Each bidder will be evaluated by a panel based on compliance with requirements and submission of required documents as instructed/requested in the table below.

Failure to comply will result in disqualification of the bidder prior to conducting functionality evaluation. Proof of registration with all the under-mentioned relevant Legal Institutions/Authorities must be attached to this Bid. **Please mark with a cross in the relevant block where applicable.**

5.1 Documents required	Comply	Do not comply	Comments
5.1.1 Valid Private Security Industry Regulatory Authority certificate in the name of the Company and/or Close Corporation as per Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014 (Submit certified copy of the original document).			
5.1.2 Letter of good standing from Private Security Industry Regulatory Authority (PSIRA) in the name of the Company and/or Close Corporation (Submit certified copy of the original document).			
5.1.3 Valid Private Security Industry Regulatory Authority Certificates for all Members and Directors of the Company and/or Close Corporation registered with PSIRA as Grade B Security service provider(s) (Submit certified copy of the original document) (s) as per the Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.			
5.1.4 Certificate of Confirmation issued by the Registrar of Companies and Close Corporations in the name of the Company and/or Close Corporation (Submit certified Copy of the original document obtainable from DTI).			
5.1.5 Valid letter of good standing from Compensation for Occupational Injuries and Diseases (COIDA) Act from the Department of Labour in the name of the Company and/or Close Corporation (Submit certified copy of the original document).			
5.1.6 Valid Unemployment Insurance Fund (U.I.F.) registration Certificate in the name of the Company and/or Close Corporation (Submit certified copy of the original document)			
5.1.7 Proof of insurance (liability cover) to the amount of 1 million rand in the name of the Company and/or Close Corporation. (Submit certified copy of the original			

document).			
5.1.8 Minimum of 10 years' experience and expertise in the field of guarding services 3 of which must be within Government, Parastatal, or Private Sector within the borders of South Africa.			
5.1.9 Three (3) contactable references (letters of testimonial) and also indicates the value of the contract and date in which it was executed.			
5.1.10 Training certificate for Occupational Health and Safety (OHS), first aid & fire fighting <ul style="list-style-type: none"> • First aid and Firefighting – training must have been done within the last 24 months 			
5.1.11 Completed and signed SBD1 & SBD 2			
5.1.12 Completed and signed SBD3.3 – Pricing Schedule (Professional Services)			
5.1.13 Completed and signed SBD 4 – Bidders Disclosure			
5.1.14 Completed and signed SBD6.1 –Preferential Points Claim Form			

5.3 COMPULSORY INSPECTION OF THE HEAD QUARTERS

The National Museum will conduct inspection at either the Head Quarters and/or local office of the preferred bid to determine existence of and validity of information supplied in the tender documents. The site visit will also validate the capacity and capability of the preferred bidder to provide the service required.

6. PERSONNEL

The service provider must provide the security personnel required for the successful rendering of the service, as follows:

- 6.1 Grade C; Security Officers to execute access, egress control and Patrols around the premises. Security Officers must be South African citizens with a clear criminal record.
- 6.2 Management Directors, Owners and Members (Security Officers Grade A and B) will exercise direct control over all Security Officers.
- 6.3 Under no circumstance shall the Service Provider deploy illegal foreign nationals at the National Museum and Oliewenhuis Art Museum premises. If the Museum establishes that illegal foreign nationals are employed with and/or form part of the service rendered at its premises, the service will be terminated with immediate effect.

7. PERSONNEL COMPETENCIES

The service provider is to render the Security Service employing qualified Security Officers that possess competencies and skills as described below:

7.1 Technical and Behaviour Skills

- 7.1.1 Trained and accredited (according to the Grade as specified in the PSIRA Act);
- 7.1.2 Access Control Systems (Act 53 of 1985, Act on Access Control to Public Premises and Vehicles);
- 7.1.3 Guarding and Patrolling (ISO Standards);
- 7.1.4 CCTV camera monitoring (where applicable);
- 7.1.5 Report writing
- 7.1.6 Search procedures (as specified in the relevant Act);
- 7.1.7 Gathering of relevant information and establish facts; and
- 7.1.8 First Aid and Fire fighting.

7.2 Security Officers: (Grade C & B)

- 7.2.1 Security Officers must have at least Grade 12/ and/or equivalent qualification;
- 7.2.2 Security Officers must be able to communicate, read, and write in English and/or commonly spoken language of the respective area;
- 7.2.3 Security Officers may not be younger than 18 years of age, unless otherwise specified in any legislation.
- 7.2.4 Security Officers must have knowledge of Occupational Health and Safety Act OHSA).
- 7.2.5 Security Officers must be adequately trained in security procedures, fire equipment, customer service, use of all security related equipment such as radio communication etc.,
- 7.2.6 Security Officers must be registered with the Private Security Industry Regulatory Authority, proof of which must be supplied on request; and
- 7.2.7 Security Officers must have undergone customer relations training.

7.3 Leadership Skills

- 7.3.1 Ability to lead and provide direction,
- 7.3.2 Alert and observant,
- 7.3.3 Problem solving,
- 7.3.4 Communication skills (written and verbal),
- 7.3.5 Conflict resolution,
- 7.3.6 Presentation skills

7.4 Management skills

- 7.4.1 Understand and apply general management principles;
- 7.4.2 Identify competencies required to support organizational development;
- 7.4.3 Ensure the provision of adequate training and support as required
- 7.4.4 Provide constructive feedback;
- 7.4.5 Provide mentoring and/or coaching to support organizational development;
- 7.4.6 Encourage learning and development;
- 7.4.7 Possess effective communication and interpersonal skills;
- 7.4.8 Ability to identify and evaluate team dynamics and respond to interpersonal
- 7.4.9 Interact sensitively, effectively and appropriately with persons of diverse cultural backgrounds.

8. DUTIES OF SECURITY OFFICERS ON SITE

8.1 The Security Officers shall be responsible for the following duties:

- 8.1.1 Perform Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) at the National Museum and Oliewenhuis Art Museum; main vehicle gate, the parking and main entrance into the office building.
- 8.1.2 Perform routine patrol in order to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.
- 8.1.3 Protect the state property on the site against theft, fire, vandalism armed attack, hostage and any acts of criminality that may be detrimental to Museums.
- 8.1.4 Protect officials, visitors and clients against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, (Act 51 of 1977).
- 8.1.5 Vehicle entrances: Control the flow of vehicles to and from the premises as prescribed. Only personnel, visitors, authorized service providers, delivery vehicles and administration vehicles are allowed through these entrances and proper records of all vehicle movements are to be maintained and be readily available for inspection by the Museum's.
- 8.1.6 React to any kind of emergencies within the premises.
- 8.1.7 Ensure that security registers are kept neat at all times.
- 8.1.8 The agreed number of Security Officers must be deployed at all times, 24hours a day, seven days per week where applicable.
- 8.1.9 Report to Museum's Caretaker any unsafe act that is likely to endanger lives, safety and wellbeing of the Museum's personnel, visitors, contractors and clients visiting the premises.
- 8.1.10 Regulate parking at Oliewenhuis Art Museum. Security must not solicit or do anything to compel visitors to pay parking tips;

8.1.11 Attend training as and when required.

9. KEY OBLIGATIONS:

Whilst performing access and egress control, the service provider shall ensure that:

- 9.1 No property of the Museum's is removed from the premises without a proper authorization document issued and signed by a person delegated by the management of the Museum's on the premises;
- 9.2 No dangerous weapons (firearms, knives etc.) are brought onto the premises.
- 9.3 Any dangerous object declared must be handed to a Security Officer for safe keeping in a locked firearm safe;
- 9.4 If no secure storage facilities are available, the owner of the dangerous weapon/ object must be referred to the nearest South African Police Service (SAPS) station for safekeeping of such object;
- 9.7 The service provider will have to deploy security personnel at the main entrance gate for the purpose of access control into the premises.
- 9.8 The service provider will have to deploy security personnel at the parking for the purpose of access control into the parking area.
- 9.9 The entrances have the function of receiving and dispatching of goods and articles, receiving and dispatching of staff members, receiving and dispatching of visitors as well as receiving and dispatching of vehicles and are not to be used for any other purpose.
- 9.10 Under no circumstances will any security personnel be allowed to trade on the premises.

10. ROAMING PATROL DUTIES (PREMISES)

- 10.1 Roaming patrol duties shall be conducted in the premises for detecting any intrusion and/or general observation of the premises. Roaming patrols Are to be supported by the reaction unit during emergencies.
- 10.2 The service provider shall implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.
- 10.3 Patrols are to be carried out to identify report and respond to irregularities observed. All such incidents are to be properly recorded in pocket books and reported accurately in the Electronic Occurrence Register and Manual Occurrence Register.

- 10.4 Patrolling routes are to be established and followed as instructed by the Museum. The service provider shall implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks;
- 10.5 Emergencies: the service provider shall assist the Museum's with development, practicing, implementation, and deployment of the emergency planning and event management (e.g. evacuations procedures and other official functions). In the event of an emergency, Manager/Representative must be informed immediately even after hours.

11. **LABOUR UNREST INCIDENTS**

Labour unrest refers to incidents where the Museum's personnel or personnel of the service provider engage in strikes, picketing, unrest and or intimidation.

- 11.1 **Labour unrest at the premises/sites:**
When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, local, national disaster or any other cause beyond the control of the service provider, the parties must come to an agreement on the methods that will be used to ensure continuation of the security service;
- 11.2 When the service is interrupted because of labour unrest or labour dispute by the Security Officers of the service provider, the Museum will have the right to terminate the contract immediately and/or obtain the services of another Security service provider for the duration of the labour unrest or labour dispute, without prejudice to any rights that Museum may have; and,
- 11.3 The Museum reserve the right to require from the service provider without furnishing any reasons, that any of his/her employees be replaced, in which case, the employee must leave the site immediately. The Museum will not be held liable for any damages or claims, which may arise because of this and is indemnified by the service provider against any such claims and legal expenses.

12. **JOB DESCRIPTION**

- 12.1 The service provider shall develop and make available a clear job description for the site under his control.
- 12.2 Security officers must acknowledge receipt of, and acquaint themselves with and sign off a copy of all job descriptions for the site under their control.
- 12.3 A copy of the job description must also be kept at all duty points and the Service Provider's Head Quarters.

13. CODE OF CONDUCT FOR SECURITY OFFICERS

13.1 They must present an acceptable image/appearance, which implies, *inter alia*, that they may not sit, lounge about, smoke, read any magazines or newspapers, eat, or drink whilst attending to people or clients.

13.2 They must not use cell phones (chatting) and earphones whilst performing official duty;

13.3 They must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply *inter alia*, that there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.

13.4 They must be physically and mentally fit for the execution of their duties;

13.5 They must be neatly dressed and in full uniform during the performance of their duties

13.6 Personal hygiene must be maintained at all times;

13.7 They must not consume alcohol or take any illegal substance that is intoxicating whilst on duty and/or before reporting for duty;

13.8 They must sign an undertaking and declare that they will refrain from any action, which might be to the detriment of the Museum.

13.9 They are prohibited to at their own discretion, read documents or records in offices of the Museum other than those in their line of duty or for the necessary handling thereof.

13.10 The contact person at the Museum will be the senior caretaker.

14. UNIFORM

The **service provider** shall ensure that each member of his/her security personnel on duty will **at all times** be fully equipped in respect of the following:

14.1 A neat and clearly identifiable uniform of the company, which will include matching raincoats and overcoats, **no other clothing, other than the prescribed uniform, will be allowed.**

14.2 Clear identification card of the company with the member's photo, identity and file number on it, as well as PSIRA card must be worn conspicuously on his/her person at all times.

14.3 Safety and protective clothing, and reflector jackets must be provided as and when needed.

15. **REGISTERS**

The service Provider shall ensure that the following registers are kept in the Guard hut at all times:

15.1. **Visitors register**

The purpose of visitor's register is to have information available at all times regarding persons entering and leaving the premises within a specific period. Register should be kept clean and neat all times. These register forms must be completed correctly and legibly by the security guard/officer on duty whenever a visitors enters or leaves the premises of Museum.

The guard at main entrance at Oliewenhuis Art Museum will be responsible for issuing parking tickets Museum.

15.2 **Pocket book**

The purpose of the pocket book is to note down all incidents occurring or observations made by a security guard/officer during a turn of duty, for later reference.

15.3 **Staff after hours register**

The purpose of this register is to ensure that any person entering or leaving the premises after official hours signs in before entering the premises. For that purpose, after hours will be regarded as any time outside official working hours (during weekends, night, holidays and any time after 17H30.

15.4 **Occurrence Book**

The purpose is to record all incidents happening at the site during official hours and afterhours. It also serves to records patrols undertaken by the guards on duty.

15.5 **Firearm Register**

The purpose of this register is to record all firearms being brought in and out of the premises.

15.6 **Official Vehicle register**

The purpose is to record all vehicles entering and leaving the premises. Only official vehicles are recorded in this register.

15.7 **Private and Delivery Vehicles register**

The purpose is to record all private and delivery vehicles entering and leaving the premises.

15.8 **Lost and found items register**

The purpose is to record all lost and found items found with the premises.

15.9 **Information register**

The information register plays an essential role regarding communication of security matters, particularly for shift workers. Instructions, incidents and any

other matters are recorded in the book so that shift-workers can receive messages.

All registers remain properties of the Museum and the Service Provider is required to keep in his Head Quarters, all registers provided by him for a minimum period of 36 months after expiry of the contract.

16. WAGES AND SALARIES

The Service Provider is required to pay Security Officers prescribed minimum wages in line with Sectoral Determination 6 of Private Security Industry Regulatory Authority. The Museum reserves the right to ascertain compliance in that regard.

17. GENERAL REQUIREMENTS

The tenderer must submit a recent clearance certificate obtained from SAPS Criminal Record Centre, (at his/her own expense) to the Museum in respect of all personnel he/she supplies to render the service, within a month (30 days) after commencement of the service.

18. CONTACT WITH MUSEUM'S REPRESENTATIVE

- 18.1 The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Museum's Representative who in turn will inform Top Management.
- 18.2 A meeting, where formal discussions can be held between the Museum's Representative and Contractors Supervisor/Manager or Contractor himself/herself, must be held at **least once a month or when the need arise**. Minutes of the meeting must be kept by the Museum.

19. PRICING SCHEDULE FOR GUARDING AND SERVICES

- 19.1 It must be noted that the bid price must be inclusive of all costs.
- 19.2 Bidders are requested to submit their price quotes, which require prices to be quoted on a fixed price basis for the duration of the contract.
- 19.3 Bidders must show annual cost for 2025; 2026 & 2027 and indicate price escalation percentage

20. PAYMENTS

PRO-RATA DECREASE OF PAYMENT (General Conditions of Contract (GCC),

- 20.1 It must be noted that the Museum only pay for the service rendered.
- 20.2 Payment for the services rendered shall be made directly into the service providers' bank account, within thirty (30) days after receipt of the original invoice.

20.3 All amounts payable in terms of this Agreement shall be inclusive of VAT. The service provider shall provide the Museum with proof of registration as VAT vendor.

21. TERMINATION OF SERVICE

21.1 The stipulations of the General Conditions of Contracts and procedure apply in particular to cases of failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.

21.2 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Representative of the Museum.

21.3 Should the contractor alienate his rights and liabilities in terms of this contract, he/she should notify the Museum immediately so that the necessary steps for the ceasing of the contract can be taken.

22. EVALUATION CRITERIA

The evaluation of bids shall be based on three dimensions as follows:

22.1 Pre-screening based on full conformance to Mandatory Bid requirements

22.2 Functionality

22.3 Preferential procurement of 80/20 regulation of 2022 as follows;

Price points	80
Specific goals	20
Total	100 points

Preferential Procurement calculation 80/20, whereby 80 is for price and 20 points for goals per the PPPFA 2022

Preference Point System

In accordance with the Preferential Procurement Regulations of 2022, NM has determined the following specific goals for which preference points will be awarded:

Goal 1: Broad-Based Black Economic Empowerment

Section 10 of the B-BBEE Act enjoins every public entity to take into account and apply the B- BBEE Codes of Good Practice in determining and implementing a preferential procurement policy. NM will thus award preference points to suppliers based on their B-BBEE specific preferential goals.

Goal 2: Empowerment of Local Businesses

NM is located in the Free State, a rural province on the margins of economic activity. In an effort to develop and empower local businesses based in the Free State, NM will award preference points to suppliers based in the Free State.

Goal 3: Youth Empowerment

Youth participation in the economy is crucial for the growth and development of the South African economy, but their participation has been limited by several factors. One of the main challenges for youth has been the high levels of unemployment. The unemployment rate for young people in South Africa is much higher than the national average, which makes it difficult for them to enter the labour market and participate in the economy.

In an effort to empower youth and encourage their participation in the economy, NM will award preference points to businesses which are at least 51% owned by youth.

Goal 4: Women Empowerment

Women participation in the economy is crucial for the growth and development of the South African economy, but their participation has been limited by several factors. For women, the challenge has been unequal access to economic opportunities, including education, training, and employment. Women in South Africa often face discrimination and gender-based violence, which can limit their ability to participate in the economy. Additionally, women tend to be concentrated in low-paying, informal sector jobs, which offer little security and limited opportunities for advancement.

In an effort to empower women and encourage their participation in the economy, NM will award preference points to businesses which are at least 51% owned by women.

Goal 5: Empowerment of People with Disabilities

People with disabilities face significant barriers to participating in the South African economy. According to the World Bank, about seven million South Africans have some form of disability, and they are more likely to experience poverty and unemployment compared to those without disabilities.

People with disabilities often face discrimination in the labour market and have limited access to education, training, and employment

opportunities. They may also face physical and attitudinal barriers, making it difficult for them to fully participate in the economy.

In an effort to empower people with disabilities and encourage their participation in the economy, NM will award preference points to businesses which are at least 51% owned by people with disabilities.

Points awarded for each goal

Preferential points will be awarded as per below scoring:

CRITERION	80/20	90/10
B-BBEE Status	4	2
Businesses Based in the Free State	4	2
Ownership by Youth	4	2
Ownership by Women	4	2
Ownership by People with Disabilities	4	2
	<u>20</u>	<u>10</u>

B-BBEE Status Points will be awarded as per below:

B-BBEE STATUS	80/20	90/10
Level 1	4	2
Level 2	3	1.5
Level 3	2	1
Level 4 and below	1	0.5
Non-compliant	0	0

Ownership Points for Youth, Women, and People with Disabilities will be awarded as per below:

OWNERSHIP	80/20	90/10
Above 50%	4	2
Above 40%	3	1.5
Above 25%	2	1
Above 10%	1	0.5

Proof of claim

Bidders must submit valid proof of claim for any of the above criteria as stipulated in the bid documents. Failure to submit proof of claim will not disqualify a bid but will result in points not being awarded for any

criterion for which proof of claim has not been submitted or is invalid.

- 22.4 The Museum's panel will evaluate the proposal received according to a set of evaluation criteria;
- 22.5 In respect to the evaluation matrix, the prospective service bidders will be rated from 1 to 5 in that: 1 = non responsive, 2 = poor, 3 = average, 4 = good, 5 = excellent;
- 22.6 Bidders that fail to acquire minimum 70% points; required for further evaluation in respect of functionality compliance as prescribed in preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000); will be regarded as non -responsive and will not be evaluated further;
- 22.7 In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria;

Below are the evaluation criteria to assess functionality/ quality

TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

CRITERIA	1	2	3	4	5	WEIGHT	TOTAL
<p>A. Minimum of 10 years' experience in provision of security (guarding) services in general within at least a minimum of three (3) years specific expertise in the field of guarding services within Schedule 3A public entities within the borders of South Africa.</p> <p>The reference letters must be on a letter head of past or current clients of the bidder. The references must clearly indicate the guarding services provided or being provided with clear contract duration. No points will be scored for unclear and unambiguous references with such details.</p>						50	
B. Proof of South African Intruder Detection Services Association (SAIDSA membership) must be attached.						10	
C. Letter of good standing not older than three (3) months from PSIRA in the name of the Company and/or Close Corporation (Submit certified copy of the original document).						15	
D. Locality of offices: Provide proof of						20	

existence of offices i.e. Municipality account/bill or lease agreement where a bidder is leasing office space or title deed if a bidder is owning property of offices, including physical address & picture of building must be provided.							
E. At least one (1) company vehicle (marked or unmarked vehicles). Provide copy of the certificate of the vehicle and a picture with a clearly identifiable vehicle registration number that correspond to vehicle certificate provided.						10	

Minimum threshold = 70

23. CLOSING DATE AND TIME

Closing date: **01 March 2024 at 12H00.**

24. CONTACT PERSONS

GENERAL AND TECHNICAL ENQUIRIES RELATING TO THIS BID MAY BE DIRECTED TO:

The National Museum No: 36 Aliwal Street Bloemfontein, attention:

Mr G. Dlamini
 Supply Chain Manager
 Phone: (051) 447 9609
 E-mail address: scm@nasmus.co.za

25. ACCEPTANCE OF TERMS AND CONDITIONS

The above terms and conditions of this bid have been read, understood and accepted. For and on behalf of the Bidder:

.....

 Bidder's Name & Surname:

 Designation

 Signature of Bidder:

 Date:

 Signature of the Witness

 Date

TRADING NAME: _____

CONTACT PERSON: _____

CONTACT NUMBER: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
NO

YES or

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department:

Contact Person:

Tel:

Fax:

E-mail address:.....

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: SCM Manager

Tel: 051 447 9609

Fax 051 447 6273

E-mail address:...scm@nasmus.co.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PRICING SCHEDULE
(Professional Services)

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

OFFER TO BE VALID FOR90.....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
.....	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.

Bid No.:

Name of Bidder:

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
.....
- 7. Estimated man-days for completion of project
.....
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Supply Chain Manager
National Museum Bloemfontein
TEL: 051 447 9609
email scm@nasmus.co.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

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

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Reference Number	Tax	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 2011

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” Error! Bookmark not defined. means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

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

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

6. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent

basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

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

2.

DATE:.....
ADDRESS:.....
.....
.....