

BID NOTICE AND INVITATION TO BID

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

BID NUMBER: NMVoHA/00/25 **CLOSING DATE:** 10 March 2025 **CLOSING TIME:** 12:00

Description services: REQUEST FOR PROPOSAL FOR PROVIDION OF GRAP 103 VALUATION OF HERITAGE ASSETS TO NATIONAL MUSEUM FOR A PERIOD OF 5 YEARS

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 10 March 2025 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 80 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.**



GRAP 103

TENDER NO: NMVoHA/00/25

**REQUEST FOR PROPOSAL FOR GRAP 103 VALUATION OF
HERITAGE ASSETS TO THE NATIONAL MUSEUM FOR A
PERIOD OF 5 YEARS**

ACCOUNTING SERVICES: HERITAGE ASSETS

Tender Reference: NMVoHA/00/25

The National Museums, Bloemfontein invites service provider(s) to submit a proposal for assistance with the valuation of Heritage Assets in line with GRAP103.

1. Background

The National Museum is a declared cultural institution with framework autonomy which resort under the Department of Arts and Culture and is governed by a Council. The Museum is a natural history, cultural history, and art museum which systematically and selectively collects examples and information relevant to these fields over the whole spectrum of pre-history up to present. It is tasked to document, preserve, conserve, restore, make available, study and promote such items, specimens, examples, collections and information.

As part of its mandate, the National Museum maintains Heritage Assets and keeps a record thereof which is reviewed/audited by our auditors. The National Museum is therefore required, by prescripts to fairly presents its records. In order to fulfil the requirements of the prescripts, the National Museum requires services of the expertise to evaluate its Heritage assets in line with GRAP103.

2. Overview

The Museum requires the services of an experienced professional accounting service provider to assist with the valuation of its Heritage Assets. The Museum will enter into a fixed contract of 5 years with a successful bidder from the date of appointment to be determined.

The preferred service provider is a company with experience and sound knowledge of the Public Finance Management Act (Act No. 1 of 1999) as amended and Treasury Regulations in relation to Public Entities and should have practical experience in the application of GRAP Standards as well as a strategy for the valuation of Heritage Assets.

3. The Scope of work

The service provider will utilise their experience and knowledge and make resources available to assist the Museum with the valuation of its Heritage Assets. The service provider will be required to submit support to the valuation of all individual assets and also provide a valuation certificate.

The assistance required should include the following elements:

- Confirm if the Heritage assets identified meet the definition in line with GRAP 103;
- Value all the existing Artworks Heritage Assets that meet the definition of Heritage Assets (currently 1,535 items), in the 2024/25 and 2027/28 financial years only;
- Value from the appreciative artworks collections items identified as meeting the definitions to be recognised as heritage assets (currently 740 items) in the 2024/25 and 2027/28 financial years only;
- Value all yearly new additions meeting the definition to be recognised as heritage assets;
- Provide a valuation certificate;
- Provide assumptions and corroborative evidence for valued heritage assets;
- Provide evidence of active legal market for valued heritage assets;
- Assist and be available during the external audit inspections relating to the 2024/25, 2025/26, 2026/27, 2027/28 and 2028/29 financial years to assist with responses to enquiries/queries in relation to Heritage Assets from the Auditor-General.

4. Requirements

The service provider must follow the Museum's Supply Chain Management policies and procedures by submitting the following documents **in the order that the documents are listed in the table below**.

Table 1: The proposal should include the following mandatory documents:

Order	Mandatory documents to be submitted in the order as indicated below
1	A company profile, the mission and values of your organisation, proven track record and details of experience in accounting services for Heritage Assets provided.
2	Valid registration or membership of the relevant body for valuations/appraisals on heritage assets and artworks.
3	A detailed methodology/approach, proposed project plan and timeframes for completion of the project based on the scope of work
4	<p>Details of experience in providing Heritage Assets Verification and Valuation to public entities/similar organisations. A list of clients and reference letters, with contactable contact details, to be provided as confirmation of successful implementation of relevant/similar projects.</p> <p>The reference letters must contain the following;</p> <ul style="list-style-type: none"> • Specific detail of GRAP 103 services provided • Start and end date for the appointment or contract • It must be on the letterhead or company logo of the client issuing it, and • It must be signed by the representative of the client <p><i>(Through submission of the bid, the bidder grants museum the permission to confirm the bidder's experience through directly contacting the references. The museum reserves the right to disqualify the bidder for false representation.)</i></p>
5	Details of appropriate competence, skills and expertise within your organisation required for the execution of this contract. Detailed and current CV's of key personnel that will be assigned to the project, including defined roles and responsibilities. The CV's must include details of expertise and experience related to understanding the functions and operations of museums or public entities. The CV's should be supported with proof of qualifications
6	Detailed pricing schedule in Table 5.3.1.4 below, must be completed
	The completion of the following enclosed documentation:
7	Occupational Health and Safety Agreement (Annexure A)
8	Confidentiality and Non-Disclosure Agreement (Annexure B)
9	Bidder's CSD report
10	SBD 1 - Invitation to submit a Quotation
11	SBD 2 – Valid Tax Clearance Pin
12	SBD 3.3 - Pricing Schedule (Professional Services)
13	SBD 4 - Declaration of Interest
14	SBD 6.1 - Preference Points Claim
15	SBD 8 - Declaration of bidder's past Supply Chain Management Practices
16	SBD 9 - Certificate of Independent Bid Determination
17	Proof of attendance of the compulsory briefing session. (Refer to paragraph 10, below for details)

Bidders should note that the museum reserve the right to disqualify any bidder who did not adhere to the above requirements and/or is found to have false representation.

Table 2: Additional required documents (not compulsory):

Order	Additional documents to be submitted in the order as indicated below
1	Valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation Systems (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) confirming micro enterprise with annual turnover less than R5 million per annum.

5. Evaluation of Proposals

Proposals will be evaluated in accordance with the **80/20** preference point system, as contemplated in the Preferential Procurement Regulations of 2022 and will be apportioned and weighted accordingly.

Preference Point System	
Description	Points Allocated
1. Price	80 Points
2. Specific goals	20 Points

Proposal for the appointment of the service provider will be evaluated on price and functionality in accordance with the Preferential Procurement Policy Framework Act of 2000, Preferential Procurement Regulations of 2022 and Supply Chain Management Procurement policies.

5.1 Functionality

The following functionality criteria which have been divided into two phases will be used for evaluating all proposals, where proposals must score an overall minimum of 75 points for functionality criteria to qualify for further evaluation for preference points.

Functionality Criteria (80 points)	Points Allocation
1. Experience/Track Record	40
2. Technical Capability	35
3. Methodology	25
Total	100
Minimum Stipulated Threshold to be met	75

Detailed Functionality Criteria	Points Allocation
1. Experience / Track record:	
For the purpose of this proposal the Service Provider will need to provide details of previous experience and expertise of providing Heritage Assets verification and valuation	
<p>A list of contactable references of accounting services: Heritage Assets (i.e., National science, Social Science, Art Collection, etc) projects successfully undertaken by simply stating the following:</p> <ul style="list-style-type: none"> • Name of the client • Contact Telephone Numbers • Dates when work performed <p>Written contactable reference letters. Reference letters must be on a company letterhead and signed and indicate clearly what valuation of Heritage asset was done satisfactorily.</p> <p>0 Points – Two (2) or less reference letters; 1 Point – Three (3) reference letters; 2 Points – Three (3) reference letters with commendable work/results only; 3 Points – Four (4) reference letters with commendable work/results only; 4 Points – Five (5) of more reference letters with commendable work/results only</p>	40

2.	Technical Capability	
	For the purpose of this proposal the service provider must provide an organogram including detailed Curriculum Vitae (CV) of the key staff that will be assigned to this project with defined roles and responsibilities of each staff member. The CV must include tertiary qualifications and details of experience. The proposed project team must consist of the following:	
	<ul style="list-style-type: none"> Project Manager with a minimum of five (5) years' relevant experience. Attach CV and certified copy of qualification. <p>0 Points – Less than five (5) years relevant experience; 5 Points – Five (5) years or more relevant experience</p>	15
	<ul style="list-style-type: none"> Senior Supervisor on site with three (3) years' relevant experience. <p>0 Points – Less than three (3) years relevant experience; 1 Points – Three (3) years relevant; 2 Points – Four (4) years relevant experience; 3 Points – Five (5) years or more relevant experience</p>	15
	<ul style="list-style-type: none"> Other key personnel to be assigned to this project with tertiary qualification and two (2) years relevant practical experience. Attach CVs and certified copies of qualifications <p>0 Points – Less than two (2) years relevant experience; 5 Points – Two (2) years or more relevant experience</p>	5
3.	Methodology	
	<p>Demonstrate in-depth understanding and implementation of GRAP 103 on the classes of heritage assets stipulated in these ToR and taking into account all relevant legislation that governs each class. Provide the detailed methodology as part of the Project Plan.</p> <p>0 Points – Methodology presented minimum/no understanding of GRAP103 with or without a project plan; 1 Points – Methodology present average understanding of GRAP103 and the project plan is not outlined/not clearly outlined; 2 Points – Methodology present average understanding of GRAP103 but the project plan is clearly outlined; 3 Points – Methodology present in-depth understanding of GRAP103 and the project plan is clearly outlined; 4 Points – Methodology present in-depth understanding of GRAP103 and clearly outlines the project plan.</p>	25

Note:

Only qualifying proposals will be considered for further evaluation for 80/20 Preference Points on meeting or exceeding the Overall Stipulated Minimum Threshold of 75 points

5.3 Awarding of Preference Points

Only qualifying proposals will be evaluated for preference points in terms of the preference point system described in Preferential Procurement Regulations of 2022, after meeting the minimum stipulated threshold for functionality criteria, as follows:

Preference Point Criteria		Points Allocation
1.	Price	80
2.	Specific goals	20
TOTAL POINTS		100

5.3.1 Price

Price is an important factor as it ensures optimum value for money and total cost to the National Museum and should take into account the full duration of the contracting period.

5.3.1.1 The bidder must provide a cost inclusive quotation including VAT if applicable

5.3.1.2 Below is a typical work needed and is used for the purposes of comparing your prices in this bid.

5.3.1.3 The total cost must include price escalations from year 1 to year 5 (where applicable).

5.3.1.4 The bidder must use the complete the table below in full (indicate n/a) where it is not applicable.

A cost schedule detailing the full cost breakdown, inclusive of VAT, any disbursements and escalations, if applicable, etc. for the entire durations of the proposed contract must be provided as indicated in the table below:

NO	DESCRIPTION	Rate/hour	Hours	AMOUNT
	Year 1 – 2024/25			
	Heritage asset valuation cost (for estimated 3,000 items) Artworks and new additions only	R	80	R
	Audit Assistance	R	8	R
	Estimated disbursements (if applicable)	R		R
	SUB-TOTAL	R		R
	Year 2 – 2025/26			
	Heritage asset valuation cost (for estimated 200 items) New additions only	R	16	R
	Audit Assistance	R	8	R
	Estimated disbursements (if applicable)	R		R
	SUB-TOTAL	R		R
	Year 3 – 2026/27			
	Heritage asset valuation cost (for estimated 200 items) New additions only	R	16	R
	Audit Assistance	R	8	R
	Estimated disbursements (if applicable)	R		R
	SUB-TOTAL	R		R
	Year 4 – 2027/28			
	Heritage asset valuation cost (for estimated 3,000 items) Artworks and new additions only	R	80	R
	Audit Assistance	R	8	R
	Estimated disbursements (if applicable)	R		R
	SUB-TOTAL	R		R
	Year 5 – 2028/29			
	Heritage asset valuation cost (for estimated 200 items) New additions only	R	16	R
	Audit Assistance	R	8	R
	Estimated disbursements (if applicable)	R		R
	SUB-TOTAL	R		R
	SUB TOTAL (Year 1 to Year 5)	R		R
	VAT @ 15%	R		R
	TOTAL TO QUOTATION	R		R

5.3.2 B-BBEE

B-BBEE Preference claim form (SBD 6.1) must form part of all bids submitted. This form serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution

6. Formal Contract

- The proposal and appended documentation read together form the basis for an agreement to be negotiated and concluded in a formal contract between the Museum and the preferred service provider.
- A mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between the Museum and the preferred service provider.

7. Reasons for disqualification

The Museum reserves the right to disqualify any submission in the event of any one or more of the following:

- A service provider submits a proposal late;
- A service provider submits a proposal via fax or e-mail;
- A service provider does not submit mandatory documents;
- A service provider submits incomplete documentation and/or information not in accordance with the requirements;
- A service provider submits information that is fraudulent, factually untrue or inaccurate;
- A proposal that does not meet the required overall minimum stipulated threshold points.

Any such disqualification may take place without prior notice to the service provider that has not complied.

8. General Principles

- The Museum will apply the 80/20 preferential points system.
- The Museum applies the provisions of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Regulation of 2022, the Public Finance Management Act, 1999 (Act No. 1 of 1999) and the National Museum supply chain management policy.
- The lowest or only quotation received will not necessarily be accepted.
- The Museum reserves the right to accept or reject any quotation in response to the request for proposal and to withdraw its decision to seek the provision of these services at any time.
- The Museum reserves the right not to award the tender in whole or in part without providing reasons to the relevant parties for the provision of these services at any time.
- There will be no discussions with any service provider until the evaluation of the submissions has been completed. Any subsequent discussions shall be at the discretion of Museum.

9. Delivery Approach

The successful applicant shall, on signing the agreement, commence with business on a date agreed to by both parties.

10. Briefing Session

You are invited to a Compulsory briefing session to be held virtually on the **26th of February 2025 at 12h00** **Please take note that attendance to the briefing session is compulsory, failure to attend will lead to disqualification of the bid. Please use the below link to join the session:**

Microsoft Teams Meeting:

RFP - GRAP 103 VALUATION OF HERITAGE ASSETS TO THE NATIONAL MUSEUM FOR A PERIOD OF 5 YEARS

Wednesday, 26 February, 2025

12:00 PM - 1:00 PM (SAST)

Meeting link: [RFP - GRAP 103 VALUATION OF HERITAGE ASSETS TO THE NATIONAL MUSEUM FOR A PERIOD OF 5 YEARS | Microsoft Teams | Meet-up-Join](#)

1. Closing Date for submissions

Closing date and time: **Monday, 10 March 2025 at 12h00.**

The submission should be in the form of three hard copies and all proposals must be submitted in a **sealed** envelope clearly marked with the reference number **(NMVoHA/00/25)** and must be hand delivered and placed in the tender box at the entrance/reception area at the museum located at the address below, not later than the closing time and date.

**The National Museum
36 Aliwal Street
Bloemfontein
9300**

The bidder must fully complete and sign a bid/Tender submission register after placing the tender/Bid document in the tender box, as proof of submission.

No late submissions or submissions via facsimile or e-mail will be accepted.

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.

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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.

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:

NATIONAL MUSEUM BLOEMFONTEIN, SOUTH AFRICA

(Employer)

AND

(Mandatory/Contractor)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A "mandatary" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

WRITTEN AGREEMENT

This is a written agreement between the (employer):

Name of EMPLOYER.....

and the (Mandatory):

Name of the MANDATARY.....

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I.....representing the MANDATARY do hereby

acknowledge that.....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements of as contained in the documents attached hereto and to liase with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

NOTICE OF NON-COMPLIANCE

NOTICE OF NON-COMPLIANCE WITH AGREED HEALTH AND SAFETY REQUIREMENTS BY THE
MANDATARY

Dear(Name of MANDATARY)

- 1. You are hereby notified that the health and safety requirements agreed upon in terms of the written agreement entered into between yourself and the company is not being complied with.
- 2. Details of non-compliance.

1.
2.
3.
4.
5.
6.
7.

- 3. You are to indicate in writing to the management of
..... of the reasons why you are in non-compliance
and what will be done to rectify the matter.

Signature of company representative:Date:.....

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993
(ACT 130 OF 1993)**

(Employer)..... has A legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned: _____

Registration No.	/	/
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- 1. Contractor’s registration number with the office of the Compensation Commissioner:
- 2. Proof that assessments have been paid: (A copy of a receipt must be handed in, in this regard.)

Attach copy of receipt

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN

NATIONAL MUSEUM BLOEMFONTEIN, SOUTH AFRICA

Physical Address	The National Museum | 36 Aliwal Street Bloemfontein 9300		
Postal Address	P.O. Box 266, Bloemfontein, 9300		
Telephone No.	+27(0)51 447 9609		
Fax No.	+27(0)51 447 6273		
Signed at		Date	
Name		who warrants that they are duly authorised to sign	
Signature			

AS WITNESSED BY:	
Name	Signature
Name	Signature

AND

.....

Registration number			
Physical Address			
Postal Address			
Telephone No.			
Fax No.			
Signed at		Date	
Name		who warrants that they are duly authorised to sign	
Signature			

AS WITNESSED BY:	
Name	Signature
Name	Signature

THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS ATTACHED HERETO

<p>1. INTERPRETATION In this agreement:-</p> <p>1.1 clause headings are for convenience and are not to be used in its interpretation;</p> <p>1.2 unless the context indicates a contrary intention:-</p> <p>1.2.1 an expression which denotes:-</p> <p>1.2.2 any gender includes the other genders;</p> <p>1.2.3 a natural person includes a juristic person and vice versa;</p> <p>1.2.4 the singular includes the plural and vice versa;</p> <p>1.3 the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:-</p> <p>1.3.1 “confidential information” means all information which the receiving party may receive or acquire from the disclosing party, and includes, without limiting the generality of the term:-</p> <p>1.3.1.1 information relating to the disclosing party's strategic objectives and planning for both its existing and future Information Technology needs;</p> <p>1.3.1.2 information relating to the disclosing party's business activities, business relationships, products, services, customers and clients;</p> <p>1.3.1.3 information contained in the disclosing party's software and associated material documentation;</p> <p>1.3.1.4 technical, scientific, commercial, financial and market information, know-how and trade secrets;</p> <p>1.3.1.5 data concerning business relationships, architectural information, demonstrations, processes and machinery;</p> <p>1.3.1.6 plans, designs, drawings, functional and technical requirements and specifications; and</p> <p>1.3.1.7 information concerning faults or defects in the disclosing party's systems, hardware and/or software or the incidence of such faults or defects;</p> <p>but excluding information or data which:-</p> <p>1.3.1.8 is at the time of disclosure to the receiving party lawfully and without breach of any confidentiality obligations, within the public domain;</p> <p>1.3.1.9 is, at the time of such disclosure, already within the possession of the receiving party, or it has been independently developed by the recipient; or</p> <p>1.3.1.10 is obliged to be produced under order of a court or government agency of competent jurisdiction, or in terms of statute;</p> <p>provided that the onus shall at all times rest on the receiving party to establish that such information falls within the exceptions contained in clauses 1.3.1.8 to 1.3.1.10 inclusive and provided further that information disclosed in terms of this agreement will not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in a party's possession.</p> <p>1.3.2 “the disclosing party” means any party who discloses information to the other party;</p> <p>1.3.3 “the disclosing purpose” means the purpose or reason for which the parties have entered or will enter into discussions resulting in the disclosure of confidential information to each other, as set out in Schedule 1;</p> <p>1.3.4 “the parties” means the parties to this agreement;</p> <p>1.3.5 “the receiving party” means any party who receives or acquires the confidential information of the other party under any circumstances whatsoever;</p> <p>1.4 Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning</p>	<p>assigned to such words and expressions in such clause.</p> <p>2. RECITALS</p> <p>2.1 The parties wish to hold discussions for the disclosing purpose, during the course of which certain confidential and proprietary information will be disclosed.</p> <p>2.2 The parties wish to record the basis on which they will honour and protect each other's confidential information.</p> <p>3. RESTRICTIONS ON DISCLOSURE AND USE</p> <p>3.1 The parties shall only use the confidential information for the specific purposes set out in the disclosing purpose.</p> <p>3.2 In addition, both parties agree, insofar as they may be the receiving party:-</p> <p>3.2.1 not to disclose, publish, utilise, employ, exploit or in any other manner whatsoever use the confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing party, which consent may be withheld in the sole and absolute discretion of the disclosing party;</p> <p>3.2.2 they will restrict the dissemination of the confidential information to only those of their personnel who are actively involved in the disclosing purpose and then only on a “need to know” basis and they will initiate internal security procedures reasonably acceptable to each other to prevent unauthorised disclosure and will take all practical steps to impress upon those personnel who need to be given access to confidential information, the secret and confidential nature thereof;</p> <p>3.2.3 that any unauthorised publication or other disclosure of the confidential information may cause irreparable loss, harm and damage to the disclosing party. Accordingly, the receiving party hereby indemnifies and holds the disclosing party harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by the disclosing party pursuant to a breach by the receiving party of the provisions of this agreement.</p> <p>4. TITLE The receiving party shall acquire no right, title or interest in any information disclosed to it by the disclosing party pursuant to this agreement.</p> <p>5. STANDARD OF CARE The receiving party shall protect the confidential information of disclosing party in the same manner and with the same endeavour which a reasonable man would use to protect his own confidential information. Should the receiving party become aware of any unauthorised copying, disclosure or use of confidential information, it shall immediately notify the disclosing party thereof in writing and, without in any way detracting from the disclosing party's rights and remedies in terms of this agreement, take such steps as may be necessary to prevent a recurrence thereof.</p> <p>6. RETURN OF INFORMATION</p> <p>6.1 On Request. The disclosing party may at any time request the receiving party to return any material containing, pertaining to, or relating to the confidential information and may, in addition, request the receiving party to furnish a written statement to the effect that upon such return, the receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.</p> <p>6.2 Destruction. Alternatively to clause 6.1, the receiving party shall, at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that such material has been destroyed.</p>
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<p>6.3 Compliance with request. The receiving party shall comply with a request in terms of this clause 6 within 3 (three) days of receipt of such request, or such shorter period as the disclosing party may demand, so long as this allows the receiving party adequate time to comply.</p> <p>7. DURATION Notwithstanding termination of this agreement for any reason whatsoever, this agreement shall remain in force for a period of 5 (five) years after the date of termination.</p> <p>8. DOMICILIA AND NOTICES</p> <p>8.1 Addresses. The Parties hereby choose domicilium citandi et executandi (“domicilium”) for all purposes under this agreement the addresses set out on the face of this document.</p> <p>8.2 Change of Address. Either party may give written notice to the other, change its domicilium to any other physical address in the Republic of South Africa and its telefax number to any other South African number, provided that such change shall take effect fourteen 14 (fourteen) days after delivery of such written notice.</p> <p>8.3 Deemed Receipt. Any notice to be given by either party to the other shall be deemed to have been duly received by the other party -</p> <p>8.3.1 if addressed to the addressee at its domicilium and posted by pre-paid registered post on the 10th day after the date of posting thereof, or</p>	<p>8.3.2 if delivered to the addressee’s domicilium by hand during business hours on a business day, on the date of delivery thereof, or</p> <p>8.3.3 if sent by fax to the addressee on the first business day following the date of sending thereof.</p> <p>9. GENERAL</p> <p>9.1 Entire agreement. This agreement, together with the schedules hereto and the documents, records or attachments referred to herein or therein, constitute the entire agreement between the Company and Iziko museums of Cape Town in respect of the subject matter hereof.</p> <p>9.2 Variation. No amendment or modification to this agreement shall be effective unless in writing and signed by authorised signatories of both the Company and NATIONAL MUSEUM BLOEMFONTEIN</p> <p>9.3 Waiver. No granting of time or forbearance shall be or be deemed to be a waiver of any term or condition of this agreement and no waiver of any breach shall operate a waiver of any continuing or subsequent breach.</p> <p>9.4 Applicable Law. This agreement shall be governed and construed according to the laws of the Republic of South Africa.</p> <p>9.5 Costs. Each party shall be responsible for its own legal and other costs relating to the negotiation of this agreement.</p>
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SCHEDULE 1

DISCLOSING PURPOSE

WITH REFERENCE TO:

NAME OF CLIENT:

DESCRIPTION OF SERVICES:

OUR REFERENCE NO:

THIS NON-DISCLOSURE AGREEMENT ENTERED INTO BETWEEN NATIONAL MUSEUM BLOEMFONTEIN, SOUTH AFRICA AND HOLD AS CONFIDENTIAL ALL INFORMATION WHICH THEY MAY RECEIVE FROM THE OTHER PARTY (“**THE DISCLOSING PARTY**”) OR WHICH BECOMES KNOWN TO THEM DURING THE CURRENCY OF THIS AGREEMENT.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL MUSEUM BLOEMFONTEIN)

BID NUMBER:

CLOSING DATE:

CLOSING TIME:

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:.....P.O. Box 266, Bloemfontein, 9300

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

36 Aliwal Street, Bloemfontein
9301

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..... A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR..... A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
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



an agency of the
Department of Sport, Arts and Culture

266, Bloemfontein, 9300
36 Aliwal Street / Aliwalstraat 36
South Africa / Suid-Afrika
051 - 4479609 051 - 4476273
www.nasmus.co.za

Incorporating the satellites:	Insluitend die satelliete:
Oliewenhuis Art Museum	Oliewenhuis-kunsmuseum
Freshford House Museum	Freshford-huismuseum
First Raadsaal	Eerste Raadsaal
Wagon Museum	Waenhuismuseum
Florisbad Research Station	Florisbad-navorsingstasie

NASMUS SBD4

BIDDER'S DISCLOSURE

1. Purpose of the form

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 Declaration of shareholding

3.1 Are any of the bidder’s directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, designated as youth, women, and/or people with disabilities? **YES/NO**

3.1.1 If so, furnish particulars of the names, individual identity numbers, sex, shareholding and, if applicable, disability of sole proprietor/ directors /

NASMUS

trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Sex	Disability	Shareholding %

4 DECLARATION

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

- 4.1 I have read and I understand the contents of this disclosure;
- 4.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 4.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

- 4.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 4.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the **National Museum, Bloemfontein** in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, 3 and 4 ABOVE IS CORRECT.

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

Signature

Date

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:.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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