REQUEST FOR QUOTE ATM 2026/2027-06

APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR SUSTAINABLE FUNDING, FUNDRAISING, RESOURCE MOBILISATION AND PARTNERSHIP DEVELOPMENT TO SUPPORT THE AFRIKAANS TAALMUSEUM AND MONUMENT (ATM) FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN REQUIRED)

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VERSOEK VIR KWOTASIE ATM 2026/2027-06

AANSTELLING VAN ’N PANEEL VAN PROFESSIONELE DIENSVERSKAFFERS VIR VOLHOUBARE BEFONDSING, FONDSINSAMELING, HULPBRONMOBILISERING EN VENNOOTSKAPSONTWIKKELING TER ONDERSTEUNING VAN DIE AFRIKAANSE TAALMUSEUM EN -MONUMENT (ATM) VIR ’N PERIODE VAN DRIE (3) JAAR (SOOS EN WANNEER BENODIG)

1. DOEL

Die Afrikaanse Taalmuseum en -monument (ATM) in die Paarl nooi voorstelle van toepaslik gekwalifiseerde en ervare professionele diensverskaffers om deel te vorm van 'n paneel vir volhoubare befondsing, fondsinsameling, hulpbronmobilisering en die ontwikkeling van strategiese vennootskappe.

Die doel van hierdie aanstelling is om die ATM toegang te bied tot gespesialiseerde kundigheid om volhoubare befondsingsgeleenthede te identifiseer, strategiese vennootskappe te ontwikkel, befondsingvoorstelle op te stel en bykomende hulpbronne te mobiliseer ter ondersteuning van die instelling se strategiese doelwitte.

Die aangestelde diensverskaffers sal die ATM ondersteun met die ontwikkeling van befondsings- en vennootskapsgeleenthede vir:

- Erfenisbewarings- en restourasieprojekte;
- Kapitaalwerke en infrastruktuurverbeteringsprojekte;
- Inisiatiewe ter verbetering van die besoekerservaring;
- Kulturele en opvoedkundige programme;
- Omgewingsvolhoubaarheid-inisiatiewe;
- Gemeenskapsbetrokkenheidsprogramme;
- Toerisme-ontwikkelings- en inkomste genererende inisiatiewe; en
- Ander strategiese prioriteite van die ATM.

Die dienste sal op 'n soos-en-wanneer-benodig-grondslag aangewend word, onderhewig aan beskikbare befondsing, goedgekeurde projekte en die operasionele vereistes van die ATM.

2. AGTERGROND

Die Afrikaanse Taalmuseum en -monument (ATM) is 'n Bylae 3A-openbare entiteit ingevolge die Wet op Openbare Finansiële Bestuur (PFMA), Wet No. 1 van 1999, en funksioneer in ooreenstemming met die vereistes van die PFMA, Tesourieregulasies, voorskrifte rakende die Voorsieningskettingbestuur van die Nasionale Tesourie asook ander toepaslike wetgewing wat openbare entiteite reguleer.

Die ATM doen verslag aan die Departement van Sport, Kuns en Kultuur (DSKK) en is verantwoordelik vir die bewaring, bevordering en ontsluiting van Suid-Afrika se taal- en kultuurerfenis.

Die ATM bestuur belangrike erfenisbates, insluitend die Afrikaanse Taalmuseum, die Afrikaanse Taalmonument, die Amfiteater by die Taalmonument en verwante geriewe.

Die mandaat van die ATM sluit die volgende in:

- Bewaring en behoud van kulturele en historiese erfenisbates;
- Bevordering van taal en kultuur;

- Ontwikkeling van opvoedkundige programme;
- Verbetering van toerisme en besoekerervarings;
- Gemeenskapsbetrokkenheid; en
- Volhoubare institusionele ontwikkeling.

Hoewel staatsbefondsing steeds die primêre bron van die ATM se bedryfsbefondsing is, streef die instelling daarna om sy inkomstestrome verder te diversifiseer deur strategiese vennootskappe, borgskappe, skenkerbefondsing en ander volhoubare hulpbronmobilisering-inisiatiewe.

Die instelling van 'n paneel van professionele diensverskaffers sal die ATM in staat stel om toegang te verkry tot gespesialiseerde kundigheid vir die identifisering van befondsingsgeleenthede, die ontwikkeling van strategiese vennootskappe, die opstel van befondsingaansoeke en die vestiging van betekenisvolle verhoudings met relevante belanghebbendes.

Meer inligting oor die ATM is beskikbaar by **taalmonument.co.za**

3. DOEL VAN DIE AANSTELLING VAN DIE PANEEL

Die doel van hierdie aanstelling is om 'n paneel van toepaslik gekwalifiseerde en ervare professionele diensverskaffers saam te stel om die Afrikaanse Taalmuseum en -monument (ATM) op 'n soos-en-wanneer-benodig-grondslag te ondersteun met volhoubare befondsing, fondsinsameling, hulpbronmobilisering, borgskappe en die ontwikkeling van strategiese vennootskappe.

Die ATM beoog om een of meer diensverskaffers op die paneel aan te stel. Aanstelling op die paneel skep geen waarborg dat werk toegeken sal word nie en plaas ook geen verpligting op die ATM om 'n minimum waarde of spesifieke volume dienste van enige aangestelde diensverskaffer te verkry nie.

Individuele opdragte sal op 'n soos-en-wanneer-benodig-grondslag toegeken word, onderhewig aan die beskikbaarheid van befondsing, goedgekeurde projekte, operasionele vereistes en die toepaslike voorskrifte en prosesse vir Voorsieningskettingbestuur (SCM) van die ATM.

Daar kan van aangestelde paneellede verwag word om dienste te lewer wat onder meer die volgende insluit:

- Ontwikkeling van volhoubare befondsingstrategieë;
- Identifisering van befondsingsgeleenthede;
- Opstel van befondsingvoorstelle en toekenningaansoeke;
- Ontwikkeling van strategiese vennootskappe en borgskapgeleenthede;
- Betrokkenheid by skenkers en ander belanghebbendes;
- Hulpbronmobilisering-inisiatiewe;
- Evaluering van befondsingsgereedheid;
- Ondersteuning met befondsing vanuit Korporatiewe Maatskaplike Belegging (CSI)- asook Omgewings-, Maatskaplike en Korporatiewe Bestuur (ESG)-inisiatiewe;
- Beplanning van kapitaalinsameling-veldtogte;
- Ontwikkeling van filantropiese skenkingstrategieë; en
- Ondersteuning van ander strategiese institusionele projekte.

Die ATM behou die reg voor om werk aan paneellede toe te ken op grond van die aard van die opdrag, vereiste kundigheid, beskikbare kapasiteit, vorige prestasie, beskikbaarheid en die toepaslike SCM-prosesse.

4. KONTRAKTYDPERK

Die aanstelling van die paneel tree in werking vanaf die datum van aanstelling vir 'n tydperk van drie (3) jaar, onderhewig aan:

- die beskikbaarheid van fondse;
- voortgesette institusionele behoefte;

- bevredigende prestasie;
- jaarlikse prestasie-evaluerings; en
- goedkeuring deur die toepaslike besluitnemingsprosesse van die ATM.

Die ATM behou die reg voor om die kontraktydperk te verleng, onderhewig aan die nodige goedkeurings, die beskikbaarheid van fondse en voortgesette operasionele vereistes.

5. MINIMUM VEREISTES

5.1 Administratiewe vereistes

Diensverskaffers moet die volgende dokumentasie indien:

- Geldige registrasie op die Sentrale Verskaffersdatabasis (CSD);
- Geldige belastingnakomingstatus by die Suid-Afrikaanse Inkomstediens (SARS);
- Volledig ingevulde en ondertekende toepaslike standaard tenderdokumente (SBD);
- Maatskappyregistrasiedokumente;
- Geldige B-BBEE-sertifikaat of beëdigde verklaring, waar van toepassing;
- Bewys van bankbesonderhede;
- Maatskappyprofiel; en
- Enige bykomende stawende dokumentasie wat deur die ATM vereis word.

5.2 Tegniese vereistes

Die diensverskaffer moet:

- Oor 'n minimum van drie (3) jaar se bewese ervaring beskik in terme van fondsinsameling, befondsingontwikkeling, hulpbronmobilisering, die ontwikkeling van strategiese vennootskappe, skenkerbestuur of verwante dienste;
- Ervaring toon in die ontwikkeling van suksesvolle befondsingvoorstelle en toekenningaansoeke;
- Ervaring hê in die lewering van dienste aan openbare entiteite, regeringsinstellings, kulturele instellings, erfenisorganisasies, museums, toerismeorganisasies, organisasies tot openbare voordeel, trusts, stigtings of soortgelyke instellings;
- Kennis demonstreer van plaaslike, streeks- en internasionale befondsingsgeleenthede wat relevant is tot erfenis, kuns, kultuur, toerisme, onderwys en verwante sektore;
- Ervaring toon in die ontwikkeling van korporatiewe borgskappe en strategiese vennootskappe;
- Toepaslik gekwalifiseerde personeel beskikbaar stel om die vereiste dienste te lewer; en
- Minstens drie (3) kontakbare verwysings verskaf vir soortgelyke dienste wat gelewer is.

6. OMVANG VAN DIENSTE

6.1 Ontwikkeling van 'n strategie vir volhoubare befondsing en strategiese vennootskappe

Die diensverskaffer moet:

- 'n Strategie vir volhoubare befondsing en die ontwikkeling van strategiese vennootskappe opstel wat met die ATM se strategiese doelwitte belyn is;
- Befondsingbehoeftes wat met die ATM se projekte en prioriteite verband hou, evalueer en identifiseer;
- Potensiële befondsingsbronne en vennootskapsgeleenthede identifiseer;
- Aanbevelings doen oor volhoubare befondsingmeganismes;
- Geleenthede vir langtermyn institusionele ondersteuning identifiseer.

Potensiële befondsingsgeleenthede kan die volgende insluit:

- Staatsbefondsingprogramme;
- Befondsing vir erfenisbewaring en -konservering;

- Befondsing vir toerismeontwikkeling;
- Korporatiewe Maatskaplike Belegging (CSI);
- Trusts en stigtings;
- Private skenkers; en
- Internasionale befondsingsgeleenthede vir kultuur- en erfenisprojekte.

6.2 Identifisering van befondsers en strategiese vennootskappe

Die diensverskaffer moet:

- Potensiële befondsers, skenkers, borge en strategiese vennote identifiseer;
- 'n databasis van befondsers en belanghebbendes ontwikkel en byhou;
- Befondsingsgeleenthede en aansoeksperdatums monitor;
- Aanbevelings doen oor geskikte befondsingsgeleenthede;
- Ondersteuning bied met skakeling met potensiële vennote;
- Navorsing doen oor potensiële skenkers;
- Belanghebbende-kartering en betrokkenheidsplanne ontwikkel; en
- Bystand verleen met strategieë vir verhoudingsbestuur.

6.3 Ontwikkeling van befondsingvoorstelle en -aansoeke

Die diensverskaffer moet:

- Befondsingvoorstelle en konsepdokumente ontwikkel;
- Toekennings- en befondsingaansoeke opstel;
- Bystand verleen met projekbeskrywings, begrotings en implementeringsplanne;
- Stawende dokumentasie voorberei;
- Verseker dat aansoeke aan die vereistes van befondsers voldoen; en
- Ondersteuning bied gedurende die volledige befondsingaansoekproses.

6.4 Ontwikkeling van vennootskappe en borgskappe

Die diensverskaffer moet:

- Borgskapgeleenthede ontwikkel;
- Die vestiging van strategiese vennootskappe fasiliteer;
- Ondersteuning bied tydens skakeling met potensiële vennote en borge;
- Bystand verleen met aanbiedings en kommunikasie met belanghebbendes; en
- Die ontwikkeling van vennootskapooreenkomste en memorandum(s) van verstandhouding ondersteun, waar van toepassing.

Die aangestelde diensverskaffer mag nie die ATM verbind tot enige befondsingooreenkoms, vennootskap, borgskap of kontraktuele reëling sonder die vooraf skriftelike goedkeuring van die ATM nie.

7. VERWAGTE GELEWERDE UITKOMSTE

Die gelewerde uitkomste wat van die aangestelde diensverskaffer vereis word, sal afhang van die omvang van elke individuele opdrag wat deur die ATM uitgereik word.

Tipiese gelewerde uitkomste kan die volgende insluit:

- Strategieë vir volhoubare befondsing en hulpbronmobilisering;
- Strategieë vir die ontwikkeling van strategiese vennootskappe;
- Evaluering van befondsingsgeleenthede;
- Databasisse van skenkers, borge en belanghebbendes;
- Befondsingvoorstelle, toekenningaansoeke en konsepdokumente;

- Borgskapvoorstelle en -pakkette;
- Planne vir betrokkenheid van belanghebbendes en rekords van sodanige betrokkenheid;
- Ondersteuning met projekimplementering;
- Vorderingsverslae (maandeliks, kwartaalliks of soos vir die spesifieke opdrag bepaal);
- Aanbevelings vir toekomstige befondsingsgeleenthede en inisiatiewe vir die ontwikkeling van strategiese vennootskappe;
- Moniterings- en evalueringsverslae oor befondsing-inisiatiewe, waar van toepassing; en
- Enige ander gelewerde uitkomste wat vir 'n spesifieke opdrag ooreengekom word.

8. VERSLAGDOENING EN PRESTASIEBESTUUR

Die diensverskaffer sal aan die Hoof- Uitvoerende Beampte/Direkteur van die ATM of 'n gedelegeerde beampte rapporteer.

Prestasie sal gemonitor word aan die hand van die volgende:

- Die gehalte en toepaslikheid van ontwikkelde voorstelle;
- Die identifisering van relevante en uitvoerbare befondsing-geleenthede;
- Die gehalte van betrokkenheid by belanghebbendes en strategiese vennote;
- Nakoming van verslagdoeningsvereistes;
- Tydige lewering van ooreengekome uitsette;
- Die gehalte en voldoening van befondsingvoorstelle wat ingedien word;
- Reaksievermoë op versoeke van die ATM;
- Professionele optrede en betrokkenheid by belanghebbendes; en
- Bereiking van die ooreengekome gelewerde uitkomste.

Die ATM behou die reg voor om prestasie te hersien en die ooreenkoms te beëindig indien:

- Prestasie onbevredigend is;
- Daar nie aan die kontrakvereistes voldoen word nie;
- Fondse nie meer beskikbaar is nie; of
- 'n Wesenlike kontrakbreuk plaasvind.

9. VERGOEDING EN BETALINGVOORWAARDES

Betaling vir dienste sal gebaseer wees op die vereistes van elke individuele opdrag en die tariewe wat deur die ATM goedgekeur is.

Diensverskaffers moet die volgende indien:

- Professionele uurlikse tariewe;
- Professionele daaglikse tariewe (waar van toepassing);
- Tariewe vir projekgebaseerde opdragte, waar toepaslik; en
- Enige bykomende prysinligting wat deur die ATM aangevra word.

Die ATM behou die reg voor om die fooie en die omvang van werk vir individuele opdragte te onderhandel voordat enige werkopdrag uitgereik word.

Geen werk mag in aanvang neem sonder skriftelike bevestiging en in opdrag van die ATM nie.

Tensy dit uitdruklik skriftelik deur die ATM vir 'n spesifieke opdrag goedgekeur is, sal voorstelle wat uitsluitlik gebaseer is op kommissie, voorwaardelike vergoeding (*contingency fees*) of 'n persentasie van die befondsing wat verkry is, nie oorweeg word nie.

Diensverskaffers moet die volgende indien:

- Gedetailleerde fakture;
- Tydstate, waar van toepassing;
- Vorderingsverslae, waar vereis; en
- Stawende dokumentasie wat die dienste wat gelewer is, bevestig.

Betalings sal verwerk word ooreenkomstig die kontraktuele ooreenkoms, die Wet op Openbare Finansiële Bestuur (PFMA), Tesourieregulasies, toepaslike voorskrifte vir Voorsieningskettingbestuur (SCM) en die ATM se finansiële prosedures.

10. INDIENING VAN VOORSTELLE

Voorstelle moet die volgende insluit:

- Administratiewe dokumentasie;
- Maatskappyprofiel;
- Tegniese voorstel wat die benadering tot die lewering van die dienste uiteensit;
- Curriculum vitae (CV's) en kwalifikasies van sleutelpersoneel;
- Bewys van soortgelyke ervaring;
- Kontakbare verwysings;
- Finansiële voorstel; en
- Alle vereiste SBD-dokumentasie.

Laat, onvolledige of onvoldoende voorstelle sal nie oorweeg word nie.

Die ATM behou die reg voor om geen aanstelling te maak nie en is nie verplig om die laagste geprysde of enige voorstel wat ontvang is, te aanvaar nie.

11. Vertroulikheid en beskerming van inligting

- Die aangestelde diensverskaffer moet alle inligting wat gedurende die uitvoering van die dienste verkry word, as vertroulik hanteer.
- Geen vertroulike inligting mag sonder die vooraf skriftelike toestemming van die ATM aan enige derde party bekend gemaak word nie.
- Die diensverskaffer moet, waar van toepassing, voldoen aan die Wet op die Beskerming van Persoonlike Inligting, 2013 (Wet No. 4 van 2013) (POPIA), asook aan die ATM se vereistes vir inligtingsbestuur.
- Alle inligting rakende skenkers, borge, belanghebbendes en die instelling bly die eiendom van die ATM.

12. Intellektuele eiendom

- Alle verslae, strategieë, voorstelle, databasisse, aanbiedings, befondsingaansoeke, borgskapdokumentasie en enige ander materiaal wat ingevolge hierdie aanstelling ontwikkel word, word die eiendom van die ATM.
- Die diensverskaffer mag sodanige materiaal nie sonder die vooraf skriftelike goedkeuring van die ATM reproduseer of versprei nie.

13. Belangebotsing

- Diensverskaffers moet enige werklike, potensiële of skynbare belangebotsing wat tydens die uitvoering van enige opdrag mag ontstaan, onverwyld skriftelik aan die ATM bekend maak.
- Indien 'n belangebotsing bestaan of redelikerwys geag word om te bestaan, behou die ATM die reg voor om die betrokke opdrag aan 'n ander paneellid toe te ken of toepaslike risikobeperkende maatreëls toe te pas.

14. Toekenning van opdragte

Individuele opdragte sal op 'n soos-en-wanneer-benodig-grondslag aan paneellede toegeken word, met inagneming van:

- die aard en kompleksiteit van die opdrag;
- die toepaslike kundigheid en ervaring van die paneellid;
- beskikbaarheid en kapasiteit om die werk uit te voer;
- vorige prestasie rakende opdragte van die ATM;
- koste-doeltreffendheid en waarde vir geld; en
- voldoening aan die ATM se Beleid vir Voorsieningskettingbestuur (SCM) en toepaslike wetgewing.

Die ATM behou die reg voor om, waar toepaslik, kwotasies of voorstelle van een of meer paneellede vir spesifieke opdragte aan te vra.

15. Evalueringskriteria

Die ATM onderskryf die beginsels van billike, deursigtige, mededingende en kostedoeltreffende verkryging ingevolge die Wet op Openbare Finansiële Bestuur (PFMA), Wet No. 1 van 1999, Tesourieregulasies, toepaslike voorskrifte vir Voorsieningskettingbestuur van die Nasionale Tesourie, die ATM se Beleid vir Voorsieningskettingbestuur (SCM), en enige ander toepaslike wetgewing.

Voorstelle sal in drie fases geëvalueer word:

- **Fase 1: Administratiewe nakoming en verpligte vereistes**
- **Fase 2: Tegniese funksionaliteit-evaluering**
- **Fase 3: Prysevaluering en voorkeurverkryging-evaluering (waar van toepassing)**

FASE 1: ADMINISTRATIEWE NAKOMING EN VERPLIGTE VEREISTES

Alle voorstelle sal aanvanklik geëvalueer word om voldoening aan die verpligte administratiewe vereistes te bepaal.

Bieërs moet die volgende dokumentasie indien:

Vereiste	Nakoming
Voltooide en ondertekende toepaslike SBD-dokumente	Ja/Nee
Geldige registrasie op die Sentrale Verskaffersdatabasis (CSD)	Ja/Nee
Geldige belastingnakomingstatus by SARS	Ja/Nee
Maatskappyregistrasiedokumente	Ja/Nee
Geldige B-BBEE-sertifikaat of beëdigde verklaring, waar van toepassing	Ja/Nee
Bewys van bankbesonderhede	Ja/Nee
Maatskappyprofiel	Ja/Nee
Enige bykomende verpligte dokumente wat deur die ATM vereis word	Ja/Nee

Versuim om verpligte dokumentasie in te dien, kan daartoe lei dat die voorstel gediskwalifiseer word en nie verder geëvalueer word nie.

Slegs bieërs wat aan die verpligte administratiewe vereistes voldoen, sal na Fase 2 vorder.

FASE 2: TEGNIESE FUNKSIONALITEITSEVALUERING

Voorstelle sal op grond van funksionaliteit geëvalueer word om die bieër se tegniese vermoë, ervaring, metodologie en kapasiteit te bepaal om volhoubare befondsing, fondsinsameling, hulpbronmobilisering en vennootskapontwikkelingsdienste aan die ATM te lewer.

Bieërs moet 'n minimum funksionaliteitstelling van **70 uit 100 punte** behaal om vir aanstelling op die paneel oorweeg te word.

Nr.	Evalueringskriteria	Punte
1	Begrip van die ATM se vereistes, voorgestelde metodologie en benadering tot volhoubare befondsing, fondsinsameling, hulpbronmobilisering en die ontwikkeling van strategiese vennootskappe	25
2	Relevante ervaring van die bieër in terme van fondsinsameling, befondsingontwikkeling, skenkerbestuur, vennootskapsontwikkeling en verwante dienste	20
3	Ervaring binne relevante sektore, insluitend openbare entiteite, regeringsinstellings, museums, erfenisorganisasies, kuns- en kultuurinstellings, toerismeorganisasies, PBOs, trusts of stigtings	15
4	Kwalifikasies, ervaring en geskiktheid van voorgestelde sleutelpersoneel	15
5	Bewese ervaring in die ontwikkeling van suksesvolle befondsingvoorstelle, toekenningaansoeke, borgskapvoorstelle en strategiese vennootskappe	15
6	Kontakbare verwysings vir soortgelyke dienste gelewer	10
	TOTAAL	**100**

FUNKSIONALITEITSTOEKENNINGSMETODOLOGIE

1. Tegniese benadering en metodologie (25 punte)

Die bieër moet 'n gedetailleerde tegniese voorstel indien wat die volgende demonstreer:

- Begrip van die ATM se mandaat en strategiese doelwitte;
- Voorgestelde benadering tot befondsing en die ontwikkeling van strategiese vennootskappe;
- Metodologie vir die identifisering van befondsingsgeleenthede;
- Benadering tot die betrokkenheid by skenkers, borge en belanghebbendes;
- Verslagdoening- en moniteringmetodologie; en
- Implementeringsplan.

Gradering	Punte
Uitstekend	25
Goed	20
Aanvaarbaar	15
Swak	10
Onaanvaarbaar	0

2. Relevante ervaring van die bieër (20 punte)

Ervaring moet verband hou met fondsinsameling, hulpbronmobilisering, befondsingontwikkeling, skenkerbestuur, borgskapontwikkeling of soortgelyke dienste.

Ervaring	Punte
10 jaar of meer	20
6–9 jaar	15
3–5 jaar	10
Minder as 3 jaar	0

3. Relevante sektorervaring (15 punte)

Ervaring binne die volgende sektore sal oorweeg word:

- Openbare entiteite;
- Regeringsinstellings;
- Erfenisorganisasies;
- Museums;
- Kuns- en kultuurinstellings;
- Toerismeorganisasies;
- Organisasies tot Openbare Voordeel (PBOs); en
- Trusts en stigtings.

Ervaring	Punte
Uitgebreide relevante sektorervaring	15
Goeie relevante sektorervaring	10
Beperkte relevante sektorervaring	5
Geen relevante ervaring	0

4. Kwalifikasies en ervaring van sleutelpersoneel (15 punte)

Bieërs moet die CV's en kwalifikasies van personeel wat voorgestel word om die dienste te lewer, indien.

Die evaluering sal die volgende in ag neem:

- Relevante kwalifikasies;
- Jare se relevante ervaring;
- Kundigheid in fondsinsameling;
- Ervaring met die ontwikkeling van strategiese vennootskappe; en
- Ervaring rakende soortgelyke opdragte.

Ervaringsvlak	Punte
Uitgebreide ervaring (8+ jaar)	15
Sterk ervaring (5–7 jaar)	10
Beperkte ervaring (3–4 jaar)	5
Minder as 3 jaar	0

5. Soortgelyke projekte en ervaringsrekord (15 punte)

Bieërs moet bewyse van soortgelyk voltooide projekte verskaf.

Soortgelyk voltooide projekte	Punte
Vyf of meer projekte	15
Drie tot vier projekte	10
Een tot twee projekte	5
Geen soortgelyke projekte	0

6. Verwysings (10 punte)

Verwysings moet die volgende insluit:

- Organisasie se naam;
- Kontakpersoon;
- Kontakbesonderhede;
- Beskrywing van dienste gelewer;
- Kontraktydperk; en
- Bevestiging van dienste gelewer.

Verwysings verskaf	Punte
Vyf of meer verwysings	10
Drie tot vier verwysings	8
Twee verwysings	5
Een verwysing	2
Geen verwysings	0

FASE 3: PRYSEVALUERING EN VOORKEURVERKRYGINGSEVALUERING

Prysinligting sal geëvalueer word ingevolge die toepaslike bepalings van die ATM se Beleid vir Voorsieningskettingbestuur en toepaslike verkrygingwetgewing.

Weens die aard van hierdie aanstelling waardeur 'n paneel saamgestel word, waarborg die instelling die paneel geen minimum volume of waarde van werk nie. Individuele opdragte sal op 'n soos-en-wanneer-benodig-grondslag toegeken word.

Bieërs moet professionele tariewe indien, insluitend:

Dienskategorie	Eenheidstarief
Senior befondsingspesialis	Uurlikse tarief
Befondsingkonsultant	Uurlikse tarief
Spesialis vir vennootskapsontwikkeling	Uurlikse tarief
Voorstelskrywer	Uurlikse tarief
Navorsing- en belanghebbendebetrokkenheid-ondersteuning	Uurlikse tarief
Fasiliteerder/Werkswinkelondersteuning	Daaglikse tarief
Projekbaseerde opdragte	Waar van toepassing

Die ATM behou die reg voor om kwotasies van aangestelde paneellede vir spesifieke opdragte aan te vra en om pryse te onderhandel gebaseer op die omvang en kompleksiteit van individuele opdragte.

Aanstelling op die paneel sal gebaseer wees op suksesvolle voltooiing van die evalueringsproses en voldoening aan alle toepaslike verkrygingsvereistes.

REQUEST FOR QUOTATION ATM 2026/2027-06

APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR SUSTAINABLE FUNDING, FUNDRAISING, RESOURCE MOBILISATION AND PARTNERSHIP DEVELOPMENT TO SUPPORT THE AFRIKAANS TAALMUSEUM AND MONUMENT (ATM) FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN REQUIRED)

1. PURPOSE

The Afrikaans Taalmuseum and Monument (ATM) in Paarl invites proposals from suitably qualified and experienced professional service providers to form part of a panel for sustainable funding, fundraising, resource mobilisation, and partnership development services.

The purpose of this appointment is to provide the ATM with access to specialised expertise to identify sustainable funding opportunities, develop strategic partnerships, prepare funding proposals, and mobilise additional resources to support the institution's strategic objectives.

The appointed service providers will support the ATM in developing funding and partnership opportunities relating to:

- Heritage preservation and restoration projects;
- Capital works and infrastructure improvement projects;
- Visitor experience enhancement initiatives;
- Cultural and educational programmes;
- Environmental sustainability initiatives;
- Community engagement programmes;
- Tourism development and revenue-generating initiatives; and
- Other strategic priorities of the ATM.

The services will be utilised on an as-and-when-required basis, subject to available funding, approved projects, and the operational requirements of the ATM.

2. BACKGROUND

The Afrikaans Taalmuseum and Monument (ATM) is a Schedule 3A public entity in terms of the Public Finance Management Act (PFMA), Act No. 1 of 1999, and operates within the requirements of the PFMA, Treasury Regulations, National Treasury Supply Chain Management prescripts, and other applicable legislation governing public entities.

The ATM reports to the Department of Sport, Arts and Culture (DSAC) and is responsible for preserving, promoting, and interpreting South Africa's linguistic and cultural heritage.

The ATM manages significant heritage assets, including the Afrikaanse Taalmuseum, Afrikaanse Taalmonument, Amphitheatre at the Taal Monument, and related facilities.

The mandate of the ATM includes:

- Preservation and conservation of cultural and historical assets;
- Promotion of language and culture;
- Development of educational programmes;
- Enhancement of tourism and visitor experiences;
- Community engagement; and
- Sustainable institutional development.

While government funding remains the primary source of the ATM's operational funding, the institution seeks to further diversify its income streams through strategic partnerships, sponsorships, donor funding and other sustainable resource mobilisation initiatives.

The establishment of a panel of professional service providers will enable the ATM to access specialist expertise in identifying funding opportunities, developing strategic partnerships, preparing funding applications, and establishing meaningful relationships with relevant stakeholders.

More information regarding the ATM is available at taalmonument.co.za

3. PURPOSE OF THE PANEL APPOINTMENT

The purpose of this appointment is to establish a panel of suitably qualified and experienced professional service providers to support the Afrikaans Taalmuseum and Monument (ATM) with sustainable funding, fundraising, resource mobilisation, sponsorship, and partnership development services on an as-and-when-required basis.

The ATM intends to appoint one or more service providers to the panel. Appointment to the panel does not constitute a guarantee of work, nor does it create an obligation on the ATM to procure any minimum value or specific volume of services from any appointed service provider.

Individual assignments will be issued on an as-and-when-required basis, subject to the availability of funding, approved projects, operational requirements, and the applicable Supply Chain Management (SCM) processes of the ATM.

The appointed panel members may be requested to provide services including, but not limited to:

- Development of sustainable funding strategies;
- Identification of funding opportunities;
- Preparation of funding proposals and grant applications;
- Development of strategic partnerships and sponsorship opportunities;
- Donor and stakeholder engagement;
- Resource mobilisation initiatives;
- Funding readiness assessments;
- Corporate Social Investment (CSI) and Environmental, Social and Governance (ESG) funding support;
- Capital campaign planning;
- Philanthropic gifting strategies; and
- Support for other strategic institutional projects.

The ATM reserves the right to allocate work to panel members based on the nature of the assignment, required expertise, capacity, previous performance, availability, and the applicable SCM processes.

4. CONTRACT PERIOD

The panel appointment will be effective from the date of appointment for a period of three (3) years, subject to:

- Availability of funds;
- Continued institutional need;

- Satisfactory performance;
- Annual performance reviews; and
- Approval through the relevant ATM decision-making processes.

The ATM reserves the right to extend the contract period subject to applicable approvals, availability of funds, and continued operational requirements.

5. MINIMUM REQUIREMENTS

5.1 Administrative Requirements

Service providers must submit the following documentation:

- Valid registration on the Central Supplier Database (CSD);
- Valid SARS tax compliance status;
- Completed and signed applicable Standard Bidding Documents (SBD);
- Company registration documents;
- Valid B-BBEE certificate or sworn affidavit where applicable;
- Proof of banking details;
- Company profile; and
- Any additional supporting documentation required by the ATM.

5.2 Technical requirements

The service provider must:

- Have a minimum of three (3) years' proven experience in fundraising, funding development, resource mobilisation, partnership development, donor management, or related services;
- Demonstrate experience in developing successful funding proposals and grant applications;
- Have experience working with public entities, government institutions, cultural institutions, heritage organisations, museums, tourism organisations, public benefit organisations (PBOs), trusts, foundations, or similar institutions;
- Demonstrate knowledge of local, regional and international funding opportunities relevant to heritage, arts, culture, tourism, education and related sectors;
- Demonstrate experience in corporate sponsorship development and strategic partnerships;
- Provide suitably qualified personnel to perform the required services; and
- Provide at least three (3) contactable references for similar services rendered.

6. SCOPE OF SERVICES

6.1 Sustainable funding and partnership development strategy

The service provider must:

- Develop a sustainable funding and partnership development strategy aligned with the ATM's strategic objectives;
- Assess and identify funding requirements linked to ATM projects and priorities;
- Identify potential funding streams and partnership opportunities;
- Develop recommendations for sustainable funding mechanisms; and
- Identify opportunities for long-term institutional support.

Potential funding opportunities may include:

- Government funding programmes;
- Heritage and conservation funding;
- Tourism development funding;

- Corporate Social Investment (CSI);
- Trusts and foundations;
- Private donors; and
- International cultural and heritage funding opportunities.

6.2 Identification of funders and strategic partners

The service provider must:

- Identify potential funders, donors, sponsors, and strategic partners;
- Develop and maintain a funding and stakeholder database;
- Monitor funding opportunities and application deadlines;
- Provide recommendations regarding suitable opportunities;
- Support engagement with potential partners;
- Conduct donor prospect research;
- Develop stakeholder mapping and engagement plans; and
- Assist with relationship management strategies.

6.3 Development of funding proposals and applications

The service provider must:

- Develop funding proposals and concept documents;
- Prepare grant and funding applications;
- Assist with project descriptions, budgets, and implementation plans;
- Prepare supporting documentation;
- Ensure applications meet funder requirements; and
- Provide support throughout the funding application process.

6.4 Partnership and sponsorship development

The service provider must:

- Develop sponsorship opportunities;
- Facilitate strategic partnerships;
- Support engagements with potential partners and sponsors;
- Assist with presentations and stakeholder communication;
- Support the development of partnership agreements and memorandums of understanding where required.

The appointed service provider shall not commit the ATM to any funding agreement, partnership, sponsorship, or contractual arrangement without the prior written approval of the ATM.

7. EXPECTED DELIVERABLES

The deliverables required from the appointed service provider will depend on the scope of each individual assignment issued by the ATM.

Typical deliverables may include:

- Sustainable funding and resource mobilisation strategies;
- Partnership development strategies;
- Funding opportunity assessments;
- Donor, sponsor and stakeholder databases;
- Funding proposals, grant applications and concept notes;
- Sponsorship proposals and sponsorship packages;

- Stakeholder engagement plans and records of engagement;
- Project implementation support;
- Progress reports (monthly, quarterly or as determined for the specific assignment);
- Recommendations for future funding opportunities and partnership development initiatives;
- Monitoring and evaluation reports on funding initiatives where applicable; and
- Any additional deliverables agreed to for a specific assignment.

8. REPORTING AND PERFORMANCE MANAGEMENT

The service provider will report to the CEO/Director of the ATM or delegated official.

Performance will be monitored based on:

- Quality and relevance of proposals developed;
- Identification of relevant and viable funding opportunities;
- Quality of stakeholder and partnership engagements;
- Compliance with reporting requirements;
- Timely delivery of agreed outputs;
- Quality and compliance of funding proposals submitted;
- Responsiveness to ATM requests;
- Professional conduct and stakeholder engagement;
- Achievement of agreed deliverables.

The ATM reserves the right to review performance and terminate the agreement should:

- Performance be unsatisfactory;
- Contract requirements not be met;
- Funds no longer be available; or
- A material breach of contract occur.

9. REMUNERATION AND PAYMENT TERMS

Payment for services will be based on the requirements of each individual assignment and the rates approved by the ATM.

Service providers shall submit:

- Professional hourly rates;
- Professional daily rates (where applicable);
- Rates for project-based assignments, where appropriate; and
- Any additional pricing information requested by the ATM.

The ATM reserves the right to negotiate fees and the scope of work for individual assignments prior to issuing any work instruction.

No work shall commence without written confirmation and instruction from the ATM.

Unless expressly approved in writing by the ATM for a specific assignment, proposals based solely on commission, contingency fees, or a percentage of funding secured will not be considered.

Service providers shall submit:

- Detailed invoices;
- Timesheets where applicable;
- Progress reports where required; and
- Supporting documentation confirming services rendered.

Payments will be processed in accordance with the contractual agreement, the Public Finance Management Act (PFMA), Treasury Regulations, applicable SCM prescripts, and the ATM's financial procedures.

10. SUBMISSION OF PROPOSALS

Proposals must include:

- Administrative documentation;
- Company profile;
- Technical proposal outlining the approach to delivering the services;
- CVs and qualifications of key personnel;
- Evidence of similar experience;
- Contactable references;
- Financial proposal;
- All required SBD documentation.

Late, incomplete or non-compliant proposals will not be considered.

The ATM reserves the right not to make an appointment and is not obliged to accept the lowest-priced or any proposal received.

11. Confidentiality and protection of information

- The appointed service provider shall treat all information obtained during the execution of the services as confidential.
- No confidential information may be disclosed to any third party without the prior written consent of the ATM.
- The service provider shall comply with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) (POPIA), where applicable and in accordance with the ATM’s information governance requirements.
- All donor, sponsor, stakeholder and institutional information shall remain the property of the ATM.

12. Intellectual property

- All reports, strategies, proposals, databases, presentations, funding applications, sponsorship documentation and any other materials developed under this appointment shall become the property of the ATM.
- The service provider shall not reproduce or distribute such material without the prior written approval of the ATM.

13. Conflict of interest

- Service providers shall disclose any actual, potential or perceived conflict of interest that may arise during the execution of any assignment.
- Where a conflict of interest exists, the ATM reserves the right to allocate the assignment to another panel member or implement appropriate mitigation measures.

14. Allocation of work

Individual assignments will be allocated to panel members on an as-and-when-required basis, taking into consideration:

- the nature and complexity of the assignment;
- the relevant expertise and experience of the panel member;
- availability and capacity to perform the work;
- previous performance regarding ATM assignments;

- cost-effectiveness and value for money; and
- compliance with the ATM's Supply Chain Management Policy and applicable legislation.

The ATM reserves the right to request quotations or proposals from one or more panel members for specific assignments where appropriate.

15. Evaluation criteria

The ATM subscribes to the principles of fair, transparent, competitive and cost-effective procurement in accordance with the Public Finance Management Act (PFMA), Act No. 1 of 1999, Treasury Regulations, applicable National Treasury Supply Chain Management prescripts, the ATM Supply Chain Management Policy, and any other applicable legislation.

Proposals will be evaluated in three phases:

- **Phase 1: Administrative compliance and mandatory requirements**
- **Phase 2: Technical functionality evaluation**
- **Phase 3: Pricing and preferential procurement evaluation (where applicable)**

PHASE 1: ADMINISTRATIVE COMPLIANCE AND MANDATORY REQUIREMENTS

All proposals will first be evaluated to determine compliance with the mandatory administrative requirements.

Bidders must submit the following documentation:

Requirement	Compliance
Completed and signed SBD documents as applicable	Yes/No
Valid registration on the Central Supplier Database (CSD)	Yes/No
Valid SARS tax compliance status	Yes/No
Company registration documents	Yes/No
Valid B-BBEE certificate or sworn affidavit, where applicable	Yes/No
Proof of banking details	Yes/No
Company profile	Yes/No
Any additional mandatory documents requested by the ATM	Yes/No

Failure to submit mandatory documentation may result in the proposal being disqualified and excluded from further evaluation.

Only bidders who comply with the mandatory administrative requirements will proceed to Phase 2.

PHASE 2: TECHNICAL FUNCTIONALITY EVALUATION

Proposals will be evaluated on functionality to assess the bidder’s technical capability, experience, methodology and capacity to provide sustainable funding, fundraising, resource mobilisation and partnership development services to the ATM.

Bidders must achieve a minimum functionality score of **70 out of 100 points** to qualify for consideration for appointment to the panel.

No.	Evaluation criteria	Weight

1	Understanding of the ATM requirements, proposed methodology and approach to sustainable funding, fundraising, resource mobilisation and partnership development	25
2	Relevant experience of the bidder in terms of fundraising, funding development, donor management, partnership development and related services	20
3	Experience within relevant sectors, including public entities, government institutions, museums, heritage organisations, arts and culture institutions, tourism organisations, PBOs, trusts or foundations	15
4	Qualifications, experience and suitability of proposed key personnel	15
5	Demonstrated experience in developing successful funding proposals, grant applications, sponsorship proposals and strategic partnerships	15
6	Contactable references for similar services rendered	10
	TOTAL	**100**

FUNCTIONALITY SCORING METHODOLOGY

1. Technical approach and methodology (25 points)

The bidder must provide a detailed technical proposal demonstrating:

- Understanding of the ATM's mandate and strategic objectives;
- Proposed funding and partnership development approach;
- Methodology for identifying funding opportunities;
- Approach to donor, sponsor and stakeholder engagement;
- Reporting and monitoring methodology; and
- Implementation plan.

Rating	Points
Excellent	25
Good	20
Acceptable	15
Poor	10
Unacceptable	0

2. Relevant experience of bidder (20 points)

Experience must relate to fundraising, resource mobilisation, funding development, donor management, sponsorship development or similar services.

Experience	Points
10 years or more	20
6–9 years	15
3–5 years	10
Less than 3 years	0

3. Relevant sector experience (15 points)

Experience working with the following sectors will be considered:

- Public entities;
- Government institutions;
- Heritage organisations;
- Museums;
- Arts and culture institutions;
- Tourism organisations;
- Public benefit organisations (PBOs); and
- Trusts and foundations.

Experience	Points
Extensive relevant sector experience	15
Good relevant sector experience	10
Limited relevant sector experience	5
No relevant experience	0

4. Qualifications and experience of key personnel (15 points)

Bidders must submit CVs and qualifications of personnel proposed to perform services.

Assessment will consider:

- Relevant qualifications;
- Years of relevant experience;
- Fundraising expertise;
- Partnership development experience; and
- Experience in similar assignments.

Experience level	Points
Extensive experience (8+ years)	15
Strong experience (5–7 years)	10
Limited experience (3–4 years)	5
Less than 3 years	0

5. Similar projects and track record (15 points)

Bidders must provide evidence of similar completed projects.

Similar completed projects	Points
Five or more projects	15
Three to four projects	10
One to two projects	5
No similar projects	0

6. References (10 points)

References must include:

- Organisation name;
- Contact person;
- Contact details;
- Description of services rendered;

- Contract period; and
- Confirmation of services provided.

References provided	Points
Five or more references	10
Three to four references	8
Two references	5
One reference	2
No references	0

PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT EVALUATION

Pricing information will be evaluated in accordance with the applicable provisions of the ATM Supply Chain Management Policy and applicable procurement legislation.

Due to the nature of this appointment, the establishment of a panel does not guarantee any minimum volume or value of work. Individual assignments will be allocated on an as-and-when-required basis.

Bidders must submit professional rates, including:

Service category	Unit Rate
Senior funding specialist	Hourly rate
Funding consultant	Hourly rate
Partnership development specialist	Hourly rate
Proposal writer	Hourly rate
Research and stakeholder engagement support	Hourly rate
Facilitator/Workshop support	Daily rate
Project-based assignments	Where applicable

The ATM reserves the right to request quotations from appointed panel members for specific assignments and to negotiate pricing based on the scope and complexity of individual assignments.

Appointment to the panel will be based on successful completion of the evaluation process and compliance with all applicable procurement requirements.

REQUIRED DOCUMENTS

Please note that failure to lodge the following documentation and/or proof will lead to an immediate disqualification:

1. Registration number from the Central Supplier Database
2. Submission of original, valid tax clearance certificate
3. Submission of original, valid B-BBEE certificate
4. Certified proof of company registration documents
5. Completed and signed SBD 1; 3.3; 4; 6.1; 6.2; 7.2; 8; 9 and General Condition of Contract (GCC) initialised on each page

Please double check that you have attached all the above documents before submitting your bid.

DOCUMENTS CHECK LIST:

A completed and signed bid document must be submitted in a file. The document must be *punched and placed into a file with dividers between each schedule*. The schedules must be formatted and numbered according to the numbering system stated below:

Schedule	Description	Submitted – Indicate YES or NO
Schedule 1	Supplier registration number (CSD)	
Schedule 2	Completed and signed SBD documents (SBD 1; 3.3; 4; 6.1; 6.2; 7.2; 8; 9 and GCC initialled on each page)	
Schedule 3	Company registration documents	
Schedule 4	SARS Tax Compliance Status (TCS)	
Schedule 5	Proof of banking details	
Schedule 6	Valid B-BBEE certificate or sworn affidavit (where applicable)	
Schedule 7	Company profile	
Schedule 8	Technical proposal, methodology and approach to sustainable funding, fundraising, resource mobilisation and partnership development	
Schedule 9	Qualifications, experience and CVs of proposed key personnel	
Schedule 10	Evidence of relevant experience, including similar projects completed. Bidders must provide evidence of a minimum of three (3) similar completed projects relating to fundraising, sustainable funding, resource mobilisation, donor management, sponsorship development, partnership development or related services.	
Schedule 11	Contactable references for similar services rendered. Bidders must provide a minimum of three (3) contactable references, including the organisation name, contact person, contact details, description of services rendered, contract period and confirmation of services provided.	
Schedule 12	Detailed financial proposal and professional rates (hourly/daily/project-based rates, where applicable)	

General

The ATM is not obliged to accept the cheapest price and reserves the right not to accept the submission and to advertise again if a suitable service provider cannot be found. It is the supplier's responsibility to ensure that all documentation to be submitted reaches the ATM.

16. Closing date

Applications close *Friday 18 December 2026 @ 11:00.*
All applications must be delivered to the ***Historium Building, 11 Pastorie Avenue, Esterville, Paarl.***
Please note: No applications will be accepted after the closing date/time.

17. Review: List of restricted suppliers and register for tender defaulters

Prior to awarding of this contract, the ATM will verify with National Treasury database whether the prospective service provider is listed on the List of Restricted Suppliers and Register for Tender Defaulters.

18. General terms and conditions

Kindly note that the ATM is entitled to:

18.1 Amend any request for quotation (RFQ) conditions, validity period, specifications, or extend the closing date and/or time of the RFQs before the closing date. All respondents, to whom the RFQ documents have been issued, will be advised in writing of such amendments, within a reasonably and practical period;

18.2 Not appoint any service provider;
18.3 Vary, alter, and/or amend the terms of this RFQ, at any time prior to the finalisation of its adjudication hereof;
18.4 Not accept the lowest proposal or any proposal in part or in whole. The ATM normally awards a contract to the service provider who proves to be fully capable of handling the contract and whose quotation is technically acceptable and/or financially advantageous to the ATM. Appointment as a successful contractor shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement within 30 days from the appointment date, the ATM shall be entitled to appoint the contractor who was rated second, and so on;
18.5 Award this RFQ as a whole or in part without furnishing reasons; and
18.6 Cancel or withdraw from this RFQ as a whole or in part without furnishing reasons and without attracting any liability.

The service provider hereby offers to render all of the services described in the attached documents (if any) to the ATM on the terms and conditions and in accordance with the specifications stipulated in this RFQ documents (and which shall be taken as part of, and incorporated into, this quotation at the prices inserted therein). This proposal and its acceptance shall be subject to the terms and conditions contained in this RFQ document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND CSD MUST BE DIRECTED TO:

Department: Finance Assistant

Contact person: Fabian Ontong

Tel: 021 872 3441

Fax: 021 872 3642

E-mail address: fin.assist@taalmuseum.co.za

ANY ENQUIRIES TECHNICAL AND THE SITE:

Contact person: Rodene Williams

Tel: 021 872 3441

Fax: 021 872 3642

E-mail address: admin@taalmuseum.co.za

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PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	ATM 2026/2027-06	CLOSING DATE:	18/12/2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR SUSTAINABLE FUNDING, FUNDRAISING, RESOURCE MOBILISATION AND PARTNERSHIP DEVELOPMENT TO SUPPORT THE AFRIKAANS TAALMUSEUM AND MONUMENT (ATM) FOR A PERIOD OF THREE (3) YEARS (AS AND WHEN REQUIRED)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
11 Pastorie Avenue					
Paarl					
7646					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Fabian Ontong**	CONTACT PERSON	**Rodene Williams**
TELEPHONE NUMBER	**021 872 3441**	TELEPHONE NUMBER	**021 872 3441**
FACSIMILE NUMBER	**021 872 3642**	FACSIMILE NUMBER	**021 872 3642**
E-MAIL ADDRESS	**fin.assist@taalmuseum.co.za**	E-MAIL ADDRESS	**admin@taalmuseum.co.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

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

DATE:
……

PRICING SCHEDULE

(Professional Services)

Name of bidder…….	Bid number……..
Closing Time: 11:00	Closing date……..

OFFER TO BE VALID FOR …… 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
……	R……	……days

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

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, 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……

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

DESCRIPTION OF EXPENSE 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 worker-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.

DECLARATION OF INTEREST

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

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

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

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

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

2.2 Identity Number: …….

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

2.4 Company Registration Number: …….

2.5 Tax Reference Number: …….

2.6 VAT Registration Number: ……..

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

[1]"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……
Name of state institution at which you or the person connected to the bidder is employed : ……
Position occupied in the state institution: ……

Any other particulars:
……
……
……

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

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

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

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

……
……
……

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

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

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

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

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

2.10.1 If so, furnish particulars**.**

……
……
……

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

2.11.1 If so, furnish particulars:

……
……
……

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23

OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..	…….
Signature	Date
…….	…….
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

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

	.....
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....
	.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold

_____ _____%

_____ _____%

_____ _____%

3. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution):
.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with**

the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, …… (full names),
do hereby declare, in my capacity as …… …….
of ……(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:_____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

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

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

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

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

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

6. I confirm that I am duly authorised to sign this contract.
   NAME (PRINT)…….

   CAPACITY ……

   SIGNATURE ……

WITNESSES

1 ……

2 ……
DATE:……

NAME OF FIRM …….

DATE …….

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

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

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

SIGNED AT ……ON…….

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…….

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

……..	**…….**
Signature	**Date**
…….	**…….**
Position	**Name of Bidder**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;

    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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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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 anything 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 30 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 organisation 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 analysed 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 fulfilment 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 contract 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 cancelling 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 antidumping 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 wilful 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.

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession

of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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