



## REQUEST FOR PROPOSAL (RFP)

**RFP NUMBER: 2-2024/25**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF THE INFRASTRUCTURE PROGRAMME AT AMAZWI MUSEUM IN MAKHANDA FOR A PERIOD OF THREE (3) YEARS SUBJECT TO ANNUAL REVIEWS.**

**SECTION 1**

**SBD 1**

**PART A INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE</b>					
BID NUMBER:	RFP: 2-2024/25	CLOSING DATE:	<b>25 MARCH 2025</b>	CLOSING TIME:	<b>11:00</b>
ISSUE DATE:	<b>4 MARCH 2025</b>				
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF THE INFRASTRUCTURE PROGRAMME AT AMAZWI MUSEUM IN MAKHANDA FOR A PERIOD OF THREE (3) YEARS SUBJECT TO ANNUAL REVIEWS.				
<b>BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:</b>					
Attention: Ms Lumka Majavu, Amazwi South African Museum of Literature, 25A Worcester Street, MAKHANDA, 6139					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
CONTACT PERSON	Lumka Majavu				
TELEPHONE NUMBER	046 622 7042				
E-MAIL ADDRESS	<a href="mailto:scm@amazwi.museum">scm@amazwi.museum</a>				
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs), LETTER FROM THE DOCTOR IN CASES OF PEOPLE WITH DISABILITY AS WELL AS THE PROOF OF MUNICIPAL ACCOUNT OR LEASE AGREEMENT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]</b>					

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**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. **COMPULSORY BRIEFING SESSION WILL BE HELD ON 12 MARCH 2025 AT 11:00 AM: 25A WORCESTER STREET, MAKHANDA, 6139**
- 1.2. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.3. **BIDS MUST BE SUBMITTED TO AMAZWI SOUTH AFRICAN MUSEUM OF LITERATURE, 25A WORCESTER STREET, MAKHANDA, 6139 (PLEASE NOTE THAT ANY SUBMISSIONS MADE TO ANY OTHER ADDRESS OTHER THAN THE DESIGNATED ADDRESS WILL NOT BE ACCEPTED).**
- 1.4. BID DOCUMENTS ARE FREE OF CHARGE.
- 1.5. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.6. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.7. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD 7).**

**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: .....

**Bidders are invited to submit clarifying questions to the following email address: [scm@amazwi.museum](mailto:scm@amazwi.museum)**

## SECTION 2

### NOTICE TO BIDDERS

#### 1. RESPONSES TO RFP

Responses to this RFP [**Bid**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

Proposals must reach the AMAZWI MUSEUM before the closing hour on the date shown on SBD1 above and must be enclosed in a sealed envelope.

#### 2. PREQUALIFICATION / ELIGIBILITY CRITERIA

2.1 Only those Respondents who satisfy the following pre-qualification or eligibility criteria are eligible to submit bids as per section 3.

#### 3 COMMUNICATION

Respondent/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or AMAZWI MUSEUM employee in respect of this RFP between the closing date and the date of the award of the business.

#### 4 LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

#### 5 CHANGES TO BID

Changes by the Respondent to its submission will not be considered after the closing date and time.

#### 6 PRICING

All prices must be quoted in South African Rand on a fixed price basis, including VAT.

#### 7 BINDING OFFER

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

#### 8 DISCLAIMERS

AMAZWI MUSEUM is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Quotation in response to it. Please note that AMAZWI MUSEUM reserves the right to:

- Modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Disqualify Bid submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Reject all Bids, if it so decides;
- Place an order in connection with this Quotation at any time after the RFP's closing date;
- Make no award at all.
- Award only a portion of the proposed goods / service/s which are reflected in the scope of this RFP;
- split the award of the order/s between more than one Supplier/Service Provider should it at AMAZWI MUSEUM 's discretion be more advantageous in terms of, amongst others, cost or developmental consideration: or

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, AMAZWI MUSEUM reserves the right to cancel the contract. AMAZWI MUSEUM reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

Should the preferred fail to sign or commence with the contract within a reasonable period after being requested to do so, AMAZWI MUSEUM reserves the right to award the business to the next highest ranked Respondent provided that he/she is still prepared to provide the required goods at the quoted price.

## **9 LEGAL REVIEW**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by AMAZWI MUSEUM's Legal Counsel, prior to consideration for an award of business.

## **10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. AMAZWI MUSEUM is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who

has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

## 11 PROTECTION OF PERSONAL DATA

In responding to this bid, AMAZWI MUSEUM acknowledges that it may obtain and have access to personal data of the Respondents. AMAZWI MUSEUM agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, AMAZWI MUSEUM will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, AMAZWI MUSEUM requires Respondents to process any personal information disclosed by AMAZWI MUSEUM in the bidding process in the same manner.

## 12 EVALUATION METHODOLOGY

AMAZWI MUSEUM will utilise the criteria as per section 3.

## 13 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates; verify completeness of warranties and other bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.

## 14 VALIDITY PERIOD

14.1 AMAZWI MUSEUM requires a validity period of **90 days (Business Days)** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the successful respondent(s), the validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

## 15 RETURNABLE DOCUMENTS

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

## 16 MANDATORY RETURNABLE DOCUMENTS

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Bid.

## 17 PURPOSE

**17.1** The purpose of this Request for Proposal (RFP) is to invite professional service providers to submit a quotation for the **provision of project management services for the implementation of the infrastructure programme at Amazwi Museum in Makhanda for a period of three (3) years subject to annual review.**

**17.2** To provide project management and technical support for the implementation of all capital works programmes and the Government Immovable Asset Management Act (GIAMA) based infrastructure planning at Amazwi.

**17.3** The upgrade of Olive Schreiner House Museum property will be the major part in this assignment. However, other capital works projects will form part of the assignment.

**17.4** This assignment will also include providing oversight over existing capital works projects (capital, maintenance and refurbishments) and the roll out of new projects.

## 18 BACKGROUND

**18.1** Amazwi South African Museum of Literature (AMAZWI MUSEUM) is a schedule 3A public entity, established in terms of the Cultural Institutions Act, Act No. 119 of 1998, under the control of a Council appointed by the Minister of Sport, Arts and Culture. As a public entity, AMAZWI MUSEUM is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999), and it is listed as Schedule 3 Part A: Public Entities.

**18.2** Amazwi has identified a critical need for specialized project management services to support the successful planning, coordination, and execution of its capital works projects. Currently, Amazwi lacks in-house technical expertise to effectively manage these projects, creating a gap that requires external expertise to ensure timely, within-budget, and high-quality delivery of its infrastructure programme.

## 19 SCOPE OF WORK

**19.1** The scope of work to be undertaken by the Project Management Service Provider upon appointment will include the assessment of the full scope of services to be provided and the preparation of a work plan that captures all the required levels of support. The work plan will need to be approved by the Director of Amazwi to ensure that all requirements are addressed.

**19.2** The Service Provider will need to develop a work plan that addresses all the tasks listed below and assign timelines for conclusion of each task in the work plan.

**19.3** The various levels of support will in all probability be conducted concurrently and not necessarily sequentially and this must be reflected in the work plan.

**19.4** For specific projects, the Project Management Service Provider will be required to monitor and assess the work of an appointed Professional Team and provide feedback to Amazwi.

**19.5** All work to be performed in strict accordance to Municipal standards, design plans and specifications by the appointed service provider.

**19.6** The scope of works entail conduct studies, investigations and assessments in order to undertake stages 1 to 6 as per Professional Service Provider Guidelines for the required disciplines in the Built Environment (i.e.



Inception, Concept and Viability, Design Development, Documentation and Procurement, Elementary Costings, Construction Supervision, Continuation and Close Out) for the infrastructure projects at Amazwi.

**19.7 The following tasks will be performed by the Project Manager throughout the duration of the appointment:**

**19.7.1 Infrastructure Planning Function:**

The Infrastructure Planning Function will include:

- Receive Amazwi brief;
- Review of existing infrastructure plan (UAMP) developed by the institution;
- Development of business plans / project programme for infrastructure projects that require funding;
- Development of a new UAMP;
- Revising the UAMP in accordance with the guidelines set out in the GIAMA;
- Ensuring that the UAMP is approved by the Director, Chairperson of the Museum Council;
- Assess the site and rights constrains;
- Prepare an initial project planning (advise on: the proposed materials and intended building services; the technical and functional characteristics of the project);
- Review the anticipated costs of the projects;
- Advise on methods of contracting;
- Review the design and consult with local and statutory authority; and
- Incorporate and co-ordinate all services and the work of consultants.

**19.7.2 Management of Documentation and Procurement Processes**

The management of procurement processes will include:

- Prepare documentation sufficient for local authority submission;
- Co-ordinate technical documentation with the consultants and complete primary co- ordination;
- Prepare specifications for the works;
- Complete construction documentation;
- Developing a procurement strategy;
- Ensuring that the procurement strategy is approved by Museum Council;
- Preparing specifications and adverts for the procurement of other professional service providers and contractors;
- Participating in tender evaluation structures and making recommendations to the tender adjudication structure/s.

**19.7.3 Project Management**

The project management tasks include:

- Undertaking project oversight on projects being implemented to ensure quality assurance is institutionalised and progress is monitored and reported on;
- Initiate and/or check sub-contract design and documentation as appropriate;
- Applying project management tools and practices to the implementation of the various projects;
- Ensure environmental and health and safety compliance;
- Facilitate the project close out including the preparation of the necessary documentation to effect completion, handover, and operation of the project;
- Processing of payment invoices submitted by professional service providers;

- Obtain certificate of practical completion and certificate of use if applicable; and
- Provide Amazwi with as-built drawings and relevant technical and contractual undertakings by the contractor and sub-contractors.

#### **19.7.4 Liaison with the Client (Amazwi) and other Stakeholders**

The liaison with the client and other stakeholder's task will include:

- Receiving an induction from Amazwi;
- Receiving a briefing from Management in order to kick-off the project;
- Preparing a work plan in accordance with the full scope of work;
- Obtaining approval for the work plan from the Director of Amazwi;
- Executing the work plan in collaboration with other officials and stakeholders and provide for regular progress meetings;
- Closing-out the project with the Client in accordance with the requirements of the contract.

#### **19.7.5 Reporting**

The Project Manager shall in line with the Infrastructure Framework Policy assist the Entity in:

- Compiling and submitting Quarterly Reports that summarize progress, achievements, and challenges related to the infrastructure program.
- Preparing and providing regular progress reports to the Department of Sport, Arts and Culture (DSAC).

#### **19.7.6 Special Conditions**

- 19.7.6.1** Sign off and agreement on the final design layout from engineers to Amazwi by the respective project managers;
- 19.7.6.2** Security awareness training for all members of the team;
- 19.7.6.3** Environmental compliance and inspections by the client representative;
- 19.7.6.4** Provision and sign off of the contractors safety file; and
- 19.7.6.5** Approval by the local authorities prior to commencement of construction.

### **19.8 The life cycle phases below pertains to activities the project manager will conduct for all projects that form part of the project scope:**

#### **19.8.1 Stage 1: Inception**

This stage is broadly defined as follows:

Establish the client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies.

##### **Stage 1 services**

- Facilitate development of a clear project brief

- Assist the client in the procurement of necessary and appropriate other consultants including the clear definition of their roles and responsibilities
- Advise the client on the requirement for a health and safety consultant
- Review in conjunction with the client, other consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project
- Facilitate a schedule of the required consents and approvals
- Define the consultants' scope of work and services
- Conclude the terms of the agreement with the client
- Prepare, coordinate and monitor a project initiation programme
- Conduct and record meetings
- Facilitate client approval of all Stage 1 documentation

### **Stage 1 deliverables**

- Project brief
- Agreed scope of work
- Agreed services
- Signed agreements
- Schedule of consents and approvals
- Project initiation programme
- Record of meetings

### **19.8.2 Stage 2: Concept and Viability**

This stage is broadly defined as follows:

Prepare and finalised the project concept in accordance with the brief including the scope, scale, character, form, function, development programme and viability of the project.

### **Stage 2 services**

- Communicate the project brief to the other consultants and monitor the development of the concept.
- Assist the client in the procurement of the other consultants
- Advise the client on the requirements to appoint a health and safety consultant
- Advise on the procurement policy for the project
- Review format and procedures for cost control and reporting by the other consultants
- Agree a development programme, preliminary documentation programme and an indicative construction programme
- Coordinate concept and viability documentation for presentation to the client for approval
- Facilitate approval of the concept and viability by the client
- Obtain client approval of all Stage 2 documentation

### **Stage 2 deliverables**

- Signed client and other consultant agreements

- Development programme
- Preliminary documentation programme
- Indicative construction programme
- Record of meetings
- Approval by the client to proceed to Stage 3

### **19.8.3 Stage 3 Design Development**

This stage is broadly defined as follows:

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and documentation programme for the project.

#### **Stage 3 services**

- Agree and implement communication processes and procedures for the design development of the project
- Recommend and agree procurement strategy for contractor(s), subcontractors and suppliers with the client and the other consultants
- Prepare, coordinate, agree and monitor the design and documentation programme
- Assist the client in the procurement of the required other consultants including a clear definition of their services and scope of work
- Facilitate input required by health and safety consultant
- Agree the format and procedures for monitoring of cost control by the other consultants
- Facilitate design reviews for compliance and cost control
- Facilitate timeous technical coordination
- Conduct and record meetings
- Facilitate client approval of all Stage 3 documentation

#### **Stage 3 deliverables**

- Additional signed client and other consultant agreements
- Procurement strategy
- Procurement and documentation programme
- Record of meetings

### **19.8.4 Documentation and procurement**

This stage is broadly defined as follows:

Prepare the construction and procurement documentation, confirm and implement the procurement programme, strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project.

#### **Stage 4 services**

- Prepare and agree the procurement programme
- Prepare procurement documentation (quotations, scope of works) for the infrastructure programme including the procurement of consultants for maintenance and capital works
- Coordinate and monitor preparation of procurement documentation by the other consultants in accordance with the procurement programme
- Assist the other consultants in the implementation of the procurement strategy for contractor(s)
- Advise the client in conjunction with the other consultants on the appropriate insurances
- Monitor delivery of information to the other consultants
- Manage procurement process and recommend contractor(s) for approval by the client
- Assist the other consultants with calling of tenders and/or negotiation of prices
- Agree the format and procedures for monitoring of cost control by the other consultants
- Coordinate and assemble the contract documentation for signature
- Conduct and record meetings

#### **Stage 4 deliverables**

- Prepare and agree the procurement programme
- Tender/contract conditions
- Approval by the client of tender recommendations(s)
- Contract documentation for signature
- Record of meetings

#### **19.8.5 Stage 5: Construction**

This stage is broadly defined as follows:

Manage, administer and monitor the contracts and processes, including the preparation and coordination of the procedures and documentation to facilitate practical completion of the works.

#### **Stage 5 services**

- Arrange sit handover to the contractor(s)
- Agree construction documentation issue procedures
- Monitor issue and distribution of construction documentation
- Instruct the contractor on behalf of the client to appoint subcontractors
- Review and approve the construction programme in conjunction with the other consultants
- Regularly monitor performance of the contractor(s) against the construction programme
- Receive, coordinate and monitor approval of all contract documentation provided by contractor(s)
- Monitor the implementation of the quality assurance procedures by the other consultants
- Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant
- Monitor preparation of the environmental management plan by the environmental consultant
- Establish procedures for monitoring scope and cost variations
- Adjudicate entitlements that arise from changed required to the construction programme
- Monitor, review, approve and issue payment certificates
- Receive, review and adjudicate any contractual claims

- Monitor preparation of financial control reports by the other consultants
- Prepare and submit progress reports
- Conduct and record regular site and progress meetings
- Coordinate, monitor and issue practical completion lists and completion certificate(s)
- Facilitate and expedite receipt of occupation certificates

### **Stage 5 deliverables**

- Signed contracts
- Approved construction programme
- Review of Payment certificates
- Progress reports
- Record of meetings
- Certificate(s) of completion and assist in obtaining the occupation certificate

### **19.8.6 Stage 6: Closeout**

This stage is broadly defined as follows:

Fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the project.

### **Stage 6 services**

- Coordinate and monitor rectification of defects
- Manage procurement of operations and maintenance manuals, guarantees and warranties
- Manage preparation of drawings and documentation of record by the other consultants
- Manage procurement of outstanding statutory certificates
- Monitor, review and issue payment certificates
- Issue completion certificates
- Manage agreement of final account(s)
- Conduct and record meetings
- Prepare and present the project close-out report

### **Stage 6 deliverables**

- Completion certificates
- Review Payment certificates
- Record of meetings
- Project close-out report

### **19.9 Supplementary Consultants**

19.9.1 It is the responsibility of a service provider to ensure that all required expertise are available to ensure the successful completion of a project. It is also important to note that any additional or supplementary services required will be agreed, in writing between Amazwi and the consultants, prior to the commencement of the

works. The following consultants may be required and if so their appointment will be approved by Amazwi prior to appointment on a Three (3) quote basis after the selected Professional Service Provider has been appointed:

<b>Professional Services/Expert (s)</b>	<b>Frequency</b>
Structural Engineer	if required
Civil Engineer	if required
Construction Health and Safety Agent	if required
Electrical Engineer	if required
Mechanical Engineer	if required
Quantity Surveyor	if required
Town Planner	if required
Stakeholder Facilitator	if required
Environmental Consultant	if required

**19.10 Contract Duration**

- 19.10.1 The duration of the contract would be three (3) year period commencing on signing of the contract by both parties and will be subject to annual review.
- 19.10.2 Amazwi reserves the right to extend the duration of the tender for a reasonable period in line with National Treasury guidelines, taking into account factors including, but not limited to, causes of the delay in completing the work on the scheduled timeframe, whether or not the delay was within or beyond the control of the successful bidder, etc. The period of extension may not exceed the period of the original tender, otherwise Amazwi will go to tender anew.
- 19.10.3 Performance will be reviewed as determined by the agreed upon Service Level Agreement between the parties.
- 19.10.4 The Service Provider is to submit a close-out report in the format provided by the client 20 working days before the last day of the assignment.
- 19.10.5 On appointment, the Service Provider is to liaise with the Client to agree on the date for submission of the work-plan.

**19.11 Proposal Requirements**

- 19.11.1 Proposals must be clear and concise, comprehensive, and directly address the specifics of the proposed scope. The Service Provider will, in combination with their capability descriptions and candidate resumes, demonstrate their experience in providing similar services on prior assignment by providing references from other clients.

19.11.2 The Service Provider shall describe its approach and plans for accomplishing the work outlined above. The Technical Proposal must consist of the following:-

**19.11.2.1 Cover Letter**

- a) The Service Provider must include a cover letter which indicates the full name and address of the firm that will perform the services described in this RFP. The cover letter should also indicate the state of incorporation of the Service Provider and list all licenses or accreditation obtained by the firm enabling it to operate. The cover letter should express the Service Provider's interest and serve as an executive summary of the proposal and should also include identification of any and all sub-consultants or contractors of the Service Provider if any.

**19.11.2.2 Traceable References for completion of works**

- a) The Service Provider must provide at least five (5) client traceable references as evidence of company's successful completion of similar projects (i.e. letter of completion with contact names, telephone number, email addresses) and should be on the referee's letter head. Notwithstanding the above requirements, points will only be allocated to service providers who submitted the minimum of three (3) traceable reference letters.

**19.11.2.3 Methodology and approach**

- a) Potential project risks and how to mitigate the risks included.
- b) Service provider is expected to demonstrate a comprehensive understanding of the project risk by including into the approach paper brief, articulate and project specific risk management plan/strategy for the project.
- c) The plan/strategy should give a high-level understanding of what are the project risks are and what controls will be in place to mitigate such risks.

**19.11.2.4 Cost control included**

- a) The Service Provider is expected to demonstrate competence in the management of
- b) project costs by including into the approach paper a brief, articulate and project specific cost control plan/strategy for the project.
- c) The plan/strategy should include what cost controls the bidders will put in place during project execution.

**19.11.2.5 Health and safety/environmental included**

- a) The Service Provider is expected to demonstrate competence in health, safety, and environmental aspect of the project by including into the approach paper a brief, articulate and project specific SHE plan/strategy for the project.
- b) The plan/strategy should demonstrate how will the health, safety and environmental aspect of the project will be managed to comply with the Occupational Health and Safety Act and its regulations.

**19.11.2.6 Technical approach included**

- a) The Service Provider is expected to demonstrate technical ability by including into the approach paper a brief, articulating a project specific technical plan/strategy for the project.
- b) This plan should show how the bidder will ensure that project deliverables will be met through technical competencies. Composition of the project team, technologies utilised, etc.



#### **19.11.2.7 Quality plan included**

- a) The Service Provider is expected to demonstrate technical ability by including into the approach paper a brief, articulating a project specific quality management plan/strategy for the project.
- b) This plan should indicate what quality management system/quality assurance is in place throughout the bidding organisation and how quality will be managed throughout project execution.

#### **19.11.2.8 Key Team Member List**

- a) The organization chart must include all Key Team Members, their levels or category and titles for this engagement and the organisation they represent in the event of the “Joint Venture or Sub Consultant.
- b) Resume of Key Team Members
- c) The information as detailed below is required:
  - The Service Provider must provide the number and type of employees with technical expertise dedicated to the proposed work plan.
  - Resumes for all proposed personnel who will be assigned to perform the scope of services contained in this RFP. The information provided from the resumes will be used as a key consideration in the selection process.
- d) The Service Provider must guarantee the presence of the Project Leader throughout the duration of the assignment. If the Project Leader has to leave the project, a reasonable period agreed upon with Amazwi, in which the Project Leader must work parallel with the proposed replacement with similar expertise and experience.
- e) The above-mentioned team members are not intended to be restrictive, but rather a minimum number of key team members required. Service providers are required to be innovative and provide the organogram that will be considered satisfactory by Amazwi and would enable the service provider to complete the project as per the scope of work.

#### **19.11.2.9 Meetings (Management and other)**

- a) All meetings to be documented for audit purposes.
- b) Monthly Meetings
  - Design Meetings (applicable from stage 1 to 3)
  - Project Progress Meetings (during stage 5)
  - Technical Meetings (during stage 5)
  - The monthly meetings to be attended by the Project Site Manager / Project Leader and the relevant Amazwi personnel.
- c) Quarterly Meetings
  - Service Provider assessment by Amazwi Supply Chain Management (SCM) division.
  - Detailing meeting operational requirements met as per contract.
  - Verifying B-BBEE, SARS and Letter of Good Standing on a quarterly basis.
  - The quarterly meetings to be attended by the Service Provider’s CEO/Managing Director or appointed delegate as well as the Service Provider’s Onsite Manager.

**19.11.2.10 Reports**

- a) A report on a monthly basis or as when required is required to track the progress of the project.

**19.11.2.11 Approvals**

- a) Approvals required pertaining to changes to the contract will need to be obtained from Amazwi for any requests the Service Provider may have.
- b) Direct reporting lines will be to the Amazwi's Chief Financial Officer or appointed delegate.

**19.11.2.12 Proof of Compliance with the Law**

- a) The Service Provider must abide by all relevant and applicable legislation and all applicable regulations pertaining to the required services and site.

**19.11.2.13 Electronic payments**

- a) Payment will be made to the Service Provider on terms agreed upon.
- b) Thirty (30) days from date of invoice.

**19.11.2.14 Disposal requirements**

- a) Amazwi strives to continuously improve its operations thus minimising the impact on the environment. It therefore wants to ensure that its service providers comply with all environmental requirements whilst operating on its site/s.

**19.11.2.15 Disposal During and After Contract Period**

- a) The Contractor/Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of the contract at Amazwi.
- b) The Contractor/Service Provider will ensure that all waste which necessitates the safe disposal thereof will be done in accordance with all the latest and applicable legislation (environmental, etc.) governing same.
- c) Proof of such disposal must be submitted to the Amazwi.
- d) Written approval must be obtained from Amazwi prior to removal of such waste from site.
- e) Should any monetary value be derived by such disposal the Contractor/Service Provider must advise Amazwi immediately thereof and the parties will come to an agreement as to what percentage of the benefit Amazwi will derive from the disposal.

**19.11.2.16 The Following Project Specific Management Actions Apply**

- a) There shall be no littering at any of the construction sites. All litter shall immediately be removed and stored in appropriate storage containers which shall be regularly emptied;
- b) The Contractor/Service Provider shall arrange for all waste generated to be correctly segregated, removed from site and safely disposed of at a registered waste disposal facility;  
and
- c) Records shall be kept of valid disposal certificates for all waste material that is disposed of.

**20 PRICING**

- 20.1 Pricing must be quoted in terms of rates per team member and Rand value reflecting amount including VAT. Disbursements to be included in the pricing.

### SECTION 3

#### 1 VALUATION CRITERIA:

Adherence to Prequalification requirements and Compliance checklist

**NB:** Compliance Checklist Requirements for all Services/Goods and works

**Only Respondents who satisfy the following Pre-Qualification Criteria will be considered for next stage of the evaluation:**

No.	Description of requirement	
a)	Descriptive list of at least 5 successful projects in provision of project management services for the implementation of infrastructure projects (References must be contactable).	
b)	Proof of company registration and membership with the professional body, e.g., South African Council for the Project and Construction Management Professions (SACPCMP)	
c)	Proof of 5 successful projects references indicating experience provision of project management services for the implementation of infrastructure projects	
d)	Details of appropriate competence, skills and expertise within your organization required for the execution of this contract. Detailed and current CV's of key personnel that will be assigned to the project, including defined roles and responsibilities. The CV's should be supported with proof of qualifications	
e)	Bidder's understanding of the Brief/Project Plan/Technical Proposal	
f)	Company Registration Documents (CIPC documents)	
g)	Copies of Directors' ID documents;	
h)	Provide indemnity insurance of a contract award value with 10% mark-up	
i)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	
j)	Letter from the doctor for People with Disabilities	
k)	Municipal account registered in the name of the tenderer; or A valid lease agreement; or An affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.	
l)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
m)	CSD report / CSD reference number	

**If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:**

No.	Description of requirement
a)	Price Schedule / Pricing form

b)	Completion of ALL RFP declarations
c)	Joint Venture / Consortium agreement / Trust Deed (if applicable)

The following documents are non-mandatory and where not submitted, AMAZWI MUSEUM may request the documents and must be made available at the time of request:

No.	Description of requirement	
a)	Proof of UIF registration	
b)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank)	
c)	Valid and Original, or certified copy of Letter of Good Standing (COIDA)	

## 2 PRICE AND SPECIFIC GOALS

Evaluation criteria	Weighting
Specific goals	20
Price	80
<b>TOTAL</b>	<b>100</b>

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

### Evaluation of Preference

Evaluation and final weighted scoring

- Preference Points will be awarded to a bidder for attaining the points in accordance with the table indicated in Section 7 Specific Goals claim form.
- Locality: Municipal account registered in the name of the tenderer; or a valid lease agreement; or an affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.

## 3 FUNCTIONALITY CRITERIA

The below criteria is used to establish the minimum requirements. A tenderer scoring below 60 points for functionality will be considered as DISQUALIFIED and discarded from further evaluation.

Functionality Criteria	Max. no of points
1. Relevant project management experience	40
2. Technical Capability	40

3. Bidder's understanding of the Brief/Technical Proposal	20
<b>Total</b>	<b>100 Points</b>
<b>Minimum functionality score to qualify for further evaluation</b>	<b>60 Points</b>

The prompt for judgement and the associated scores used in the evaluation of functionality shall be as follows:

Score (Points)	Prompt for judgement
0	Failed to address the questions / issues.
20	A detrimental response - answer / solution, limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.
40	Less than acceptable - response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
60	Acceptable response – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.
80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
100	Excellent – response / answer / solution gives real confidence that the bidder will add real value.

The scores of each of the evaluators will be averaged, weighted and then totaled to obtain the final score for functionality.

No.	Criteria	Sub-Criteria/ Clause	Scoring	Total
1	<b>Evidence of Company's successful completion of similar projects:</b>  NB: No points will be allocated to non-compliance with the requirements of this section.	<b>This criterion covers at least three (3) references for successfully completed projects of similar nature.</b>  NB: A bidder to submit a minimum of three completion certificate or reference letters to be allocated minimum points		<b>40</b>
		<b>5 similar projects completed</b>	<b>40</b>	
		<b>4 similar projects completed</b>	<b>30</b>	
		<b>3 similar projects completed</b>	<b>20</b>	
		<b>Less than 3 similar projects completed</b>	<b>0</b>	

<b>2</b>	<b>Key Staff</b>			<b>40</b>
<b>2.1</b>	<b>Architect / Chief Engineer / Project Leader</b>			<b>20</b>
	<b>Professional experience</b>  NB: (Proof of registration with the South African Council for the Architectural Profession or relevant professional body to be included to obtain points).  <b>This criterion covers two contactable references for successfully completed projects of similar nature</b>	<b>Over 11 years of previous experience on similar projects</b>	<b>8</b>	
		<b>6 – 10 years of previous experience on similar projects</b>	<b>5</b>	
		<b>Less than 6 years of previous experience on similar projects</b>	<b>2</b>	
		<b>2 similar projects completed</b>	<b>3</b>	
		<b>1 similar project completed</b>	<b>2</b>	
<b>2.2</b>	<b>Civil Engineer</b>			<b>10</b>
	<b>Professional experience</b>  NB: (Proof of registration with the relevant professional body to be included to obtain points).  <b>This criterion covers two contactable references for successfully completed projects of similar nature</b>	<b>Over 11 years of previous experience on similar projects</b>	<b>3</b>	
		<b>6 – 10 years of previous experience on similar projects</b>	<b>2</b>	
		<b>Less than 6 years of previous experience on similar projects</b>	<b>0</b>	
		<b>2 similar projects completed</b>	<b>3</b>	
		<b>1 similar project completed</b>	<b>2</b>	
<b>2.3</b>	<b>Structural Engineer / Relevant Engineer</b>			<b>10</b>
	<b>Professional experience</b>  NB: (Proof of registration with the relevant professional body to be included to obtain points).  <b>This criterion covers two contactable references for successfully completed projects of similar nature</b>	<b>Over 11 years of previous experience on similar projects</b>	<b>3</b>	
		<b>6 – 10 years of previous experience on similar projects</b>	<b>2</b>	
		<b>Less than 6 years of previous experience on similar projects</b>	<b>0</b>	
		<b>2 similar projects completed</b>	<b>3</b>	
		<b>1 similar project completed</b>	<b>2</b>	

<b>3</b>	<b>Technical Proposal</b>		<b>20</b>
	<b>Potential project risks and how to mitigate risks included</b>	<b>Points allocated based on:</b>	
		Identification of possible risks and articulation of mitigating strategies for risk identified	<b>2</b>
		Relevance of risks to the project	<b>2</b>
	<b>Cost control included</b>	<b>Points allocated based on:</b>	
		Articulate cost control strategies	<b>2</b>
		Relevance of the strategy to the project	<b>2</b>
	<b>Health and safety / environmental included</b>	<b>Points allocated based on:</b>	
		Articulate strategy (how will the bidder manage this aspect of the project)	<b>2</b>
		Relevance of the strategy to the project	<b>2</b>
	<b>Technical approach included</b>	<b>Points allocated based on:</b>	
		Articulate approach that deals with all stages of the project	<b>2</b>
		Relevance and feasibility of the approach to the project	<b>2</b>
		<b>Sub-total</b>	
	<b>Quality included</b>	<b>Points allocated based on:</b>	
		Indication of quality management system adopted by the bidder	<b>2</b>
Articulate and relevant Quality Plan included		<b>2</b>	
<b>Sub-total</b>			
<b>TOTAL POINTS</b>			
<b>Bidders must score a minimum of 60 out of 100 points to be considered for further evaluation.</b>			

**SECTION 4**

**SBD 3**

**PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the attached Pricing Schedule.

- Prices must be quoted in South African Rand, inclusive of VAT.
- Price offer is firm and clearly indicate the basis thereof.
- Pricing Bill of Quantity is completed in line with schedule if applicable.
- Cost breakdown must be indicated.
- No Price escalation will be accepted.
- To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- Please note that should you have offered a discounted price(s), AMAZWI MUSEUM will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- Respondents are to note that if price offered by the highest scoring bidder is not market related, AMAZWI MUSEUM may not award the contract to the Respondent. AMAZWI MUSEUM may:
  - negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
  - if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
  - If a market-related price is not agreed with the Respondent scoring the third highest points, AMAZWI MUSEUM must cancel the RFP.
  - if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

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

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

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

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



-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

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

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

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

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

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

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

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

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

.....

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

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

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

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

DELIVERY PERIOD: Delivery will be required within 14 days from date of order unless unavailability of facilities can not meet this timeframe, then as soon as facilities are available to allow the services.

## SECTION 5

### AMAZWI MUSEUM GENERAL CONDITIONS OF PURCHASE

#### General

AMAZWI MUSEUM and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

#### Conditions

These conditions form the basis of the contract between AMAZWI MUSEUM and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by AMAZWI MUSEUM.

No servant or agent of AMAZWI MUSEUM has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by AMAZWI MUSEUM in the order/contract.

#### Price and payment

The Supplier will be paid in South African Rand only. Preferably, the matter of foreign currency transactions will not be entertained. Payment will be as quotation in South African Rand. AMAZWI MUSEUM pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

#### Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to AMAZWI MUSEUM at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to AMAZWI MUSEUM a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

#### Containers / packing material

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

#### Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to AMAZWI MUSEUM when accepted by AMAZWI MUSEUM.

## **Rejection**

If the Supplier fails to comply with his obligations under the order/contract, AMAZWI MUSEUM may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, AMAZWI MUSEUM may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to AMAZWI MUSEUM.

In the case of services, the Supplier corrects non-conformances as indicated by AMAZWI MUSEUM.

## **Warranty**

Without prejudice to any other rights of AMAZWI MUSEUM under these conditions, the Supplier warrants that the items are in accordance with AMAZWI MUSEUM 's requirements and fit for the purpose for which they are intended and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by AMAZWI MUSEUM.

## **Indemnity**

The Supplier indemnifies AMAZWI MUSEUM against all actions, suits, claims, demands, costs, charges, and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his sub bidders, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies AMAZWI MUSEUM against claims, proceedings, compensation, and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by AMAZWI MUSEUM.

## **Assignment and sub-contracting**

The Supplier may not assign or subcontract any part of this order/contract without the written consent of AMAZWI MUSEUM.

## **Termination**

AMAZWI MUSEUM may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to AMAZWI MUSEUM): If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of AMAZWI MUSEUM, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

## **Governing law**

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

## SECTION 6

SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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<sup>2</sup>): .....
- 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.

<sup>1</sup>“State” means –

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

- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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





## SECTION 7

### SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 The **80/20** preference point system shall be applicable to this bid.

1.4 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

purchaser.

## 2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Black designated group**” has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 “**Black People**” meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 “**CIPC**” means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.11 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 “**co-operative**” means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 “**Designated Group**” means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 “**Designated Sector**” means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 “**EME**” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9

- (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 “**firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 “**functionality**” means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 “**Military Veteran**” has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 “**National Treasury**” has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 “**non-firm prices**” means all prices other than “firm” prices;
- 2.21 “**person**” includes a juristic person;
- 2.22 “**People with disabilities**” meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.23 “**Price**” includes all applicable taxes less all unconditional discounts.
- 2.24 “**Proof of B-BBEE Status Level of Contributor**” i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 “**Rural Area**” i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- 2.26 “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 “**sub-contract**” means the primary bidder’s assigning, leasing, making out work to, or employing, another person to support such primary bidder in the execution of part of a project in terms of the contract;
- 2.29 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black

Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.30 “**Township**” means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 “**Treasury**” meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.34 “**Youth**” meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

### 3. **ADJUDICATION USING A POINT SYSTEM**

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

### 4. **POINTS AWARDED FOR PRICE**

#### 4.1 **THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

P<sub>s</sub> = Points scored for comparative price of bid under consideration

P<sub>t</sub> = Comparative price of bid under consideration

P<sub>min</sub> = Comparative price of lowest acceptable bid

**POINTS AWARDED FOR SPECIFIC GOALS**

4.2 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 RFP. For the purposes of this RFP the tenderer will be allocated points based on the goals stated in the table below as may be supported by proof/ documentation stated in the conditions of this RFP:

<b>Historically Disadvantaged Persons</b>	<b>Number of points (80/20 system)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>	<b>Documentary Proof</b>
Promotion of enterprises with at least 51% women ownership	5		Bidder to submit valid copy of CIPC certificate, certified South African ID copies of owners and the valid copy of the BBBEE certificate
Promotion of enterprises owned by youth	5		
Promotion of enterprises owned by People With Disabilities	5		
Non-compliant	0		
<b>Locality</b>	<b>Number of points (80/20 system)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
Locality – Registered within the boundaries of Sarah Baartman / Chris Hani District Municipalities	5		
Locality – Registered within the boundaries of the Eastern Cape	3		
Locality – No registered office in the Eastern Cape	2		

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of Specific Goals must complete the following:

**5.1.1 SPECIFIC GOALS POINTS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

5.2 Specific Goals: = .....(maximum of 20 points)  
 Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit and letter from the doctor.

Where the tenderer is the owner of the property of the business:

- 1) Municipal account registered in the name of the tenderer;

Where the tenderer is not the owner of the property of the business:

- 1) A valid lease agreement; or 2
- 2) Affidavit from the property owner that the address used to claim points in the SBD 6.1 is being rented out to the tenderer at no cost.

**6. SUB-CONTRACTING**

6.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-bidder.....
- iii) The ownership status of the sub-bidder.....
- iv) Whether the sub-bidder is an EME.

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise:

Designated Group: An EME or QSE which is at last 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....

**7.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its ownership status, B-BBEE status level of contributor, locality, or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, AMAZWI MUSEUM reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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
  - (f) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**  
**DATE:** .....  
**ADDRESS** .....

.....

.....



## SECTION 8

SBD 7.2

### CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....  
 CAPACITY .....  
 SIGNATURE .....  
 NAME OF FIRM .....

<b>WITNESSES</b>	
1	.....
2	.....

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

- 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).
- An official order indicating service delivery instructions is forthcoming.
- 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	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....  
 SIGNATURE .....  
 OFFICIAL STAMP

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<b>WITNESSES</b>	
1	.....
2	.....
DATE:.....	

SECTION 9

SBD 8

**DECLARATION OF COMPANY'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Company Document must form part of all RFPs 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 RFP of any Company may be disregarded if that Company, 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 RFP.**

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

**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 Company**

## SECTION 10

SBD 9

### CERTIFICATE OF INDEPENDENT RFP DETERMINATION

1. This Standard Company Document (SBD) must form part of all RFPs<sup>1</sup> 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 Company (or RFP rigging).<sup>2</sup> Collusive Company 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 RFP of any Company if that Company, 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 Company 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 RFPs are considered, reasonable steps are taken to prevent any form of RFP-rigging.
5. In order to give effect to the above, the attached Certificate of RFP Determination (SBD 9) must be completed and submitted with the RFP:

### CERTIFICATE OF INDEPENDENT RFP DETERMINATION

I, the undersigned, in submitting the accompanying RFP: \_\_\_\_\_  
(Quotation Number and Description) in response to the invitation for the RFP 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: \_\_\_\_\_ (Name of Company) that:

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

- a. has been requested to submit a RFP in response to this RFP invitation;
  - b. could potentially submit a RFP in response to this RFP invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the Company and/or is in the same line of business as the Company
5. The Company has arrived at the accompanying RFP independently from, and without consultation, communication, agreement or arrangement with any competitor.
  6. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Company.
  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 RFP;
    - e. the submission of a RFP which does not meet the specifications and conditions of the RFP; or
    - f. Company with the intention not to win the RFP.
  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 RFP invitation relates.
  9. The terms of the accompanying RFP have not been, and will not be, disclosed by the Company, directly or indirectly, to any competitor, prior to the date and time of the official RFP opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFPs and contracts, RFPs 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 Company

<sup>3</sup> 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.

## SECTION 11

### COMMISSIONER OF OATH

*I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.*

\_\_\_\_\_ (Sign – SERVICE PROVIDER)

\_\_\_\_\_ (Name – SERVICE PROVIDER)

#### COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

*STAMP :*

*NAME & SURNAME:*

*DESIGNATION/RANK :*

*PERSAL/EMPLOYEE NO:*

*PLACE/DATE:*

## SECTION 12

### PRICING SCHEDULE

#### 1. Time-based fees

Item (where applicable)	Hourly Rate (including overheads and VAT)
Architect / Chief Engineer / Project Manager	R
Civil Engineer	R
Structural Engineer / Relevant Engineer	R
Intermediate resource	R
Junior resource	R
Specialists (e.g. Technical)	R

Description	Rate	Total Amount (Excluding VAT) R
Inception		
Concept Design		
Design Development		
Documentation and Procurement		
Project Monitoring		
Close out Phase		
<b>Disbursements – estimated as follows and no additional allowance needs to be made elsewhere in the pricing schedule</b>		
Health and Safety Consultants		
Duplicating Contract and Plans Printing		
Other (Communication, Meals, Advertising, Permits, etc.)		
<b>Disbursements</b>		
<b>Sub-Total</b>		
<b>Add Contingencies at 10%</b>		
<b>VAT</b>		
<b>TOTAL FEES (INCLUDING VAT)</b>		



**TOTAL QUOTED PRICE IN WORDS (VAT INCLUDED)**

.....

.....

.....

Total fees for 2026/27..... R .....

Total fees for 2027/28..... R .....

**Table Notes:-**

- **All fees to include fees for sub consultants during design and project supervision.**

**Disbursements Schedule**

- a) Only project related costs listed below and presented to Amazwi will be compensated by Amazwi.
- b) Any disbursement costs related to travelling to and from the airport, meeting venue or accommodation for the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the Amazwi project representative for approval and agreement on the recoverable amount, prior to incurring such cost.
- c) All rates are exclusive of VAT.
- d) Health and Safety Agent will be recovered through Disbursements.
- e) No mark-up on any disbursement cost will be paid.
- f) No payment for disbursement will be made for the following:
  - Travelling (except for on-site travelling) and accommodation
  - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
  - Telephone calls
  - Cellular calls

**END OF REQUEST FOR PROPOSAL**

**RETURNABLE DOCUMENTS**

**(TO BE INSERTED BY TENDERER)**

**A) PROVIDE A DESCRIPTIVE LIST OF ALL COMPLETED PROJECT MANAGEMENT SERVICES PROJECTS.**

**The portfolio must contain the following information:**

- 1. Name of project,**
- 2. Client information,**
- 3. Description of the project**
- 4. The value of the project**

**B) PROOF OF REGISTRATION WITH A RELEVANT PROFESSIONAL BODY**

**(DOCUMENTS MUST STILL BE VALID)**

**C) PROOF OF 5 SUCCESSFUL PROJECTS REFERENCES INDICATING EXPERIENCE PROVISION OF PROJECT MANAGEMENT SERVICES.**

**(REFERENCES MUST BE CONTACTABLE).**

**(TO BE INSERTED BY TENDERER)**

**D) DETAILS OF APPROPRIATE COMPETENCE, SKILLS AND EXPERTISE WITHIN YOUR ORGANIZATION REQUIRED FOR THE EXECUTION OF THIS CONTRACT.**

**CV'S OF KEY PERSONNEL THAT WILL BE ASSIGNED TO THE PROJECT, INCLUDING DEFINED ROLES AND RESPONSIBILITIES. THE CV'S SHOULD BE SUPPORTED WITH PROOF OF QUALIFICATIONS**

**(TO BE INSERTED BY TENDERER)**

**E) BIDDER'S UNDERSTANDING OF THE BRIEF/PROJECT PLAN/TECHNICAL PROPOSAL**

**(TO BE INSERTED BY TENDERER)**

**F) COMPANY REGISTRATION DOCUMENTS**  
**(TO BE INSERTED BY TENDERER)**

**G) COPIES OF DIRECTORS' ID DOCUMENTS**  
**(TO BE INSERTED BY TENDERER)**



**H) PROVIDE AN INDEMNITY INSURANCE OF A CONTRACT AWARD VALUE WITH 10% MARK-UP**

**(TO BE INSERTED BY TENDERER)**

**I) VALID BBBEE CERTIFICATE FROM A SANAS ACCREDITED RATING AGENCY  
(ORIGINAL OR CERTIFIED) OR AFFIDAVIT SIGNED BY THE COMMISSIONER OF OATH**

**(TO BE INSERTED BY TENDERER)**

**J) LETTER FROM THE DOCTOR FOR PEOPLE WITH DISABILITIES**

**(TO BE INSERTED BY TENDERER)**

**K) MUNICIPAL ACCOUNT REGISTERED IN THE NAME OF THE TENDERER; OR A VALID LEASE AGREEMENT; OR AN AFFIDAVIT FROM THE PROPERTY OWNER THAT THE ADDRESS USED TO CLAIM POINTS IN THE SBD 6.1 IS BEING RENTED OUT TO THE TENDERER AT NO COST.**

**(TO BE INSERTED BY TENDERER)**

**L) VALID TAX CLEARANCE CERTIFICATE (MUST BE VALID ON CLOSING DATE OF SUBMISSION OF THE PROPOSAL) AND SARS ISSUED PIN  
(TO BE INSERTED BY TENDERER)**

**M) CSD REPORT / CSD REFERENCE NUMBER**

**(TO BE INSERTED BY TENDERER)**

**N) JOINT VENTURE / CONSORTIUM AGREEMENT / TRUST DEED (IF APPLICABLE)**

**(TO BE INSERTED BY TENDERER)**

**O) PROOF OF UIF REGISTRATION**

**(TO BE INSERTED BY TENDERER)**



**P) PROOF OF BANK ACCOUNT (I.E. CANCELLED CHEQUE OR LETTER ISSUED BY THE BANK)**

**(TO BE INSERTED BY TENDERER)**

**Q) VALID AND ORIGINAL, OR CERTIFIED COPY OF LETTER OF GOOD STANDING (COIDA)**

**(TO BE INSERTED BY TENDERER)**