



in the footprints ...

NELSON MANDELA MUSEUM

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APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPORT AND MAINTENANCE OF THE NELSON MANDELA MUSEUM WEBSITE FOR A PERIOD OF THREE (3) YEARS.

NMM-2023-04

REQUEST FOR QUOTATIONS

1. BACKGROUND

The Nelson Mandela Museum (NMM) is a not for profit institution established by the government of South Africa as an agency of the National Department of Sports, Arts and Culture. It was established as part of a portfolio of legacy projects that seek to transform the heritage landscape from our apartheid past. At the same time, it is a resource for promoting economic development through tourism in an impoverished region of the country. The museum primarily houses collections of gifts to the nation given by Nelson Mandela to the museum to share his legacy with the nation.

The mandate of the Nelson Mandela Museum is to preserve and promote the legacy of Nelson Mandela, and one of its main strategic goals is to improve the museum's public profile and access. This mandate is executed through the museum's four main facilities, the Qunu Youth and Heritage Centre, Bhunga Building, Ingquza Hill Museum in Flagstaff, and OR Tambo Garden of Remembrance in Bizana (eNkantolo) in Mthatha CBD. The Bhunga Building doubles as the administrative office of the museum

2. PURPOSE

The Nelson Mandela Museum intends to appoint a reputable service provider to support and maintain the NMM website for a period of three (3) years. Prospective service providers are

advised to go through the existing NMM website to have an understanding of the magnitude and diversity of information collected and hosted on this website.

3. PROJECT BACKGROUND

The current Nelson Mandela Museum website has been redesigned, developed and completed in the year 2023. The service provider to be appointed must maintain and support the website entirely. The website and all its content will remain the sole property of Nelson Mandela Museum. On the proposal, the bidder should detail how support and maintenance for period of 36 months will be carried out.

4. SCOPE OF WORK

The service provider shall support and maintain the NMM website for a period of three (3) years.

Website Additions: add a webpage(s) to be interactive and transactional incorporate the facility to link with the NMM's transactional content wherein users would be able to perform and complete transactions such as facilities bookings, procurement of the NMM merchandise, books, online payment for tours bookings, etc.

Content Management System (CMS) Enhancement: Upgrade the WordPress CMS to the latest version, incorporating custom features to meet the Nelson Mandela Museum's specific needs.

Accessibility Compliance: Ensure the website meets international accessibility standards to provide an inclusive experience for all users on all types of devices.

Integration of New Features: Implement new functionalities such as event calendars, news updates, online forms, and interactive maps to enhance user engagement and service delivery.

Improved Navigation: Streamline the website's navigation structure to ensure intuitive access to information and services.

Search Engine Optimization (SEO): Optimize the website for search engines to improve visibility and accessibility of information.

Minimum browser list: Google Chrome and derivatives, Mozilla Firefox, Ms Edge, Opera mini, Safari, Mobile browser. Android and Apple iPhone etc

Regular Updates: Keep the content management system core, themes, and plugins up to date with the latest versions and security patches.

Regular Backups: Implement automated backup procedures to safeguard website data and ensure quick recovery in case of data loss. The bidder should report about the success or failure of these tests in monthly reports.

Performance Monitoring: Continuously monitor website performance and implement necessary optimizations to maintain optimal speed and responsiveness.

Security Management: Implement and maintain robust security measures, including firewall protection, malware scanning, and secure socket layer (SSL) encryption and to ensure https security.

Content Updates: Assist NMM staff with regular content updates, ensuring the website remains current and relevant.

Integration: Website to be integrated with all the Nelson Mandela Museum social platforms (Facebook, Twitter, YouTube, LinkedIn, Instagram and Tik-tok)

Project Plan:

- Detailed project plan outlining the timeline, milestones, and key activities for the website upgrade, and maintenance phases.
- Clear identification of roles and responsibilities for the project team and key stakeholders.

Design Documentation:

- Comprehensive design mock-ups and prototypes for the new webpage(s) layout, user interface, and navigation structure.
- Develop the documentation for the website reflecting the UI, UX, DB and linking thereof, and the technical specifications.
- Develop the operating procedure and time frames for the recovery of the website in an event of recovery

Technical Specifications:

- Detailed technical documentation outlining the website architecture, including the CMS configuration, database structure, and integration points.
- Specifications for all new features and functionalities to be implemented include email/SMS subscription and mass mailing and SMSing function.
- User Level Access must at a minimum make provision for:
 - Administrative User – Administrates the website.
 - Publisher – May publish content.
 - Editor – May edit uploaded content.
 - Supervisor – Checks content when uploaded.
 - Content manager – content for editing and publishing.

Testing and Quality Assurance:

- Comprehensive testing plan covering functionality, usability, performance, and security.
- Detailed test reports and issue tracking documentation.

Training And Support:

- **Skills Transfer and Training**
 - Provide comprehensive training with modules once-off and time to time and supply detailed training manuals to assist staff in managing the website.
 - Provide training sessions and documentation for the NMM staff to efficiently manage and update website content on a quarterly basis for the duration of the contract.
 - Skills transfer must be conducted to two (2) NMM ICT and Marketing and Communications personnel (1) during implementation of the project.
 - The three NMM staff members must be trained in introduction to web and graphic design by accredited institution.

- **Technical Support**

- Offer ongoing technical support to address any issues, bugs, or vulnerabilities promptly for a the duration of the contract.
- The bidder must detail response time of the calls logged to them either by email, telephone call or any other agreed channels of communication.
- Service provider must have dedicated help desk contact centre with response time guarantee.
- The bidder must detail turnaround times as per priority listed below:
 - **Priority 1:** Critical tasks with a significant impact on the organization.
 - **Priority 2:** High-impact tasks that are not as time-sensitive.
 - **Priority 3:** Important but not urgent tasks.
 - **Priority 4:** Moderate or low immediate impact tasks worth doing if resources allow.

Reports

- Provide monthly maintenance reports outlining updates, security patches, performance optimizations, and any support activities conducted.
- Provide monthly technical support and design layout alteration support for the duration of the contract.
- Provide monthly analytics reports detailing website usage, performance, user engagement /user behaviour, and engagement metrics.

Timeframes

- Delivery should be made within 30 days from the date the Service Provider received an official Purchase Order

5. TERMS AND CONDITIONS

- All costs and expenses incurred by the potential service provider relating to their project proposal will be borne by each respective service provider. NMM is not liable to pay such costs and expenses or to reimburse or compensate service providers in the process under any circumstances, including the rejection of any proposal or the cancellation of this project.
- NMM may require responsive bidders to present and discuss their proposals in person.
- NMM reserves the right not to make any appointment from the proposals submitted.
- Bidders shall not issue any press release or other public announcement pertaining to details of their project proposal without the prior written approval of NMM.
- Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. It is important that bidders declare their conflict of interest through completion of relevant attached forms.
- NMM reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- Any and all project proposals shall become the property of NMM and shall not be returned.
- The bid offers and proposals should be valid and open for acceptance by NMM for a period of 120 days from the date of submission.
- NMM reserves the right not to award the bid to the bidder that scores the highest points. Disputes that may arise between NMM and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- In addition to adherence to the specific terms and conditions of proposals, provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract, an original signed copy of which must be submitted together with all other bid documentation.
 - After the successful service provider has received the appointment letter, they must be able to deliver in full compliance with South African approved standards and in compliance to the specifications provided

6. PRICING INSTRUCTION

- The provision of support and maintenance of the website services must rendered as per the requirements of the NMM, and it must be invoiced on monthly for the duration of the contract;

- The bid and the total price for the provision of website support and maintenance services may not be exceeded;
- Amounts due to the Service Provider shall be paid by the NMM within thirty (30) days of receipt of the correct invoice.
- The NMM reserves the right by giving written notice to the service provider to stop the works' progress at any time. Should the client exercise this right, the NMM will pay the service provider for work done and expenses incurred only up to the time that the notice was given.

7. ACCOUNTABILITY

The service provider will be accountable to and under the direction of the CEO of the NMM in the performance of the assigned duties.

8. RETURNABLE DOCUMENTS

Service providers are required to submit all the returnable documents together with their proposal. ***Failure to provide all the Compulsory 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 Proposals. Failure to submit the Supporting documents for functionality scoring will result in scoring of zero.***

Compulsory Returnable Document

- Duly signed & completed SBD 1: Invitation to Bid
- Duly signed & completed SBD 3.3 Pricing Schedule
- Duly signed & completed SBD 4 Bidder's Disclosure
- Duly signed & completed SBD 6.1 Preference Points Claims
- Duly signed & completed SBD 7.2 Rendering of Service
- Proof of CSD registration .
- Minimum of three relevant reference letters

Supporting Documents

- Reference Letters
- CVs, Identity Document, and Qualifications (**the onus is upon service providers to verify foreign qualifications with SAQA, qualifications from outside South Africa without SAQA verification will not be considered**)
- Web Development Certification
- Methodology and Project Plan

Essential Supporting Documents

Specific goals verification documents on or before the closing date and time (***failure to submit on or before the closing date will result in an automatic score of zero for preference***)

9. VALIDITY PERIOD

Bid submissions **must** be valid for a period of 120 days.

10. APPLICABLE PREFERENCE POINT SYSTEM

- Points for this shall be awarded for:
 - Price; and
 - Specific Goals.
- Where 80 points will be allocated for price and 20 points allocated for specific goals
The following specific goals are applicable to all procurements of a transaction value above R2 000 and up to R50 000 000
 - The NMM will utilize the following preference criteria;
 - Service providers within the OR Tambo region & Eastern Cape
 - Historically Disadvantaged Individuals (Women, Youth and People living with disabilities)

○ SMMEs

Category		Sub-categories	Specific goals points	Verification documents
Local Supplier	5	OR Tambo supplier	5	CIPC Registration Certificate (CK) or Proof of residence
		Eastern Cape Supplier	4	
		Anywhere in South Africa	3	
		Non-South African	0	
Women-owned supplier	4	Black African Women	4	CIPC Registration Certificate (CK) and CSD Report
		Non-Black African Women	2	
Youth Owned Supplier	4	Youth Owned (< 35-year-old persons)	4	CIPC Registration Certificate (CK) and CSD Report
		Non-Youth Ownership (> 35-year-old persons)	2	
People living with disabilities	3	People living with disabilities	3	CSD Report
Small Micro, Medium & Enterprises	4	SME – Owned by people with disability	4	CSD Report
		SME – Black owned	3	Sworn Affidavit (BBBEE Affidavit)
		SME – Other		

11. EVALUATION CRITERIA

Criterion 1- Compulsory Requirements

Bidders will first be evaluated in terms of the gatekeeper/minimum requirements stipulated. Bidders who do not fulfil all the requirements or do not submit the required documents will be disqualified. Those who fulfil all the requirements or have submitted the required documents will be further evaluated on functionality.

Criterion 2- Functionality

Functionality is worth 100 points. The **minimum threshold is 75 points**. Bidders who score less than 75 points on functionality will therefore not be evaluated further. Those who score 75 points or more will be evaluated in terms of price and preference points (points allocated for specific goals). The functionality evaluation is broken down as follows:

CRITERIA	BREAKDOWN OF POINTS	WEIGHT
<p>Expertise Experience of the key personnel who will be assigned to the project in must have a minimum of 5 years in web development and project management. To claim points, the bidder should attach detailed CV and original certified ID copies and qualifications.</p>	Five (5) years and more in web development = 15 points	30
	Five (5) years and more in web project management = 15 points	
	Less than 5 years OR Failure to submit = No points allocated	
<p>Reference Letters Bidders must furnish the NMM with signed reference letter(s) and purchase orders/ appointment letters on the recommending company's letterhead. Partial submission of the above documents will be scored at zero points</p>	Five and above reference letters=50 Points	50
	Four reference letters =35 points	
	Three reference letters = 30 points	
	Two reference letters =25 points	
	One reference letter = 20 points	
	No reference letters submitted= No points allocated	

Detailed project plan for support and maintenance. Clearly stating how the project under consideration will be implemented, also outlining the following:- 1. Redudancy detailing the actual proposed solution. 2. Training plan & change management plan. 3. Business continuity capabilities of the proposed solution.	Excellent=20 points	20
	Good=15 points	
	Average=10 points	
	Poor=5 points	
	Not submitted= No points allocated	
TOTAL	100	

12. SUBMISSION

- All quotations and accompanying documents must be forwarded to: supplychain@nelsonmandelamuseum.org.za
- NO FAXED OR HAND-DELIVERED QUOTATIONS SHALL BE ACCEPTED.
- Closing date and time: 02 April 2025 @ 12H00.

13. DISCLAIMERS

The NMM is not committed to any course of action as a result of its issuance of this bid document and/or its receipt of a bid in response to it. Please note that the NMM reserves the right to:

- Modify the bid document's service(s) and request Respondents to re-quote on any changes;

- Reject any bid submission which does not conform to instructions and specifications which are detailed herein;
- Disqualify bids submitted after the stated submission deadline;
- Not necessarily accept the lowest priced bid;
- Cancel the tender

14. ENQUIRIES

All communications and enquiries/requests for clarification relating to this proposal should be directed to the contact person:

FOR BID ADMINISTRATION & SERVICE PROVIDER SPECIFICATIONS
Ms P Mfundisi
Tel: 047 501 9528
Email: phakama@nelsonmandelamuseum.org.za
Supply Chain
<i>Technical Enquiries:</i>
Mr W Quzu
Tel: 047 501 9524
Email: wandile@nelsonmandelamuseum.org.za
ICT Specialist

NB: The NMM reserves the right to amend, modify or withdraw this RFQ at any time, without prior notice and without liability to compensate and/or reimburse any party.



Mrs Nontlahla Tandwa-Dalindyebo
Acting Chief Executive Officer



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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> 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:

- a. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- b. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- c. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- d. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 3. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 4. 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.
- 5. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
- 6. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 7. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 8. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 9. 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 THE BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:		BID NO.:
.....		
CLOSING TIME 11:00		CLOSING
DATE.....		

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

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)

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

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

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

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 AMOUNT	RATE	QUANTITY
..... R.....	
..... R.....	
..... R.....	
..... R.....	
TOTAL:		
R.....		

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

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

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

TOTAL:

R.....

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

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –
(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based

on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

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

		state)		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name _____ of
 company/firm.....

4.4. Company _____ registration _____ number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works 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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
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)

7. 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 .
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. 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.
10. 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.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)	WITNESSES 1 2
CAPACITY	.....
SIGNATURE	.....
NAME OF FIRM	.....
DATE	.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. 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.