



an agency of the
Department of Sport, Arts and Culture

REQUEST FOR PROPOSALS (RFP)

THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF INFRASTRUCTURE PROJECTS AND RELATED SERVICES AT THE WAZULU-NATAL MUSEUM.

BID REFERENCE NUMBER : **KZN.M/PM-09/2022**

ISSUE DATE : Friday, 07 October 2022

COMPULSORY SITE BRIEFING : Tuesday, 18 October 2022 at 11h00

CLOSING DATE AND TIME : Friday, 04 November 2022 at 11h00

SUBMISSIONS DELIVERY : KwaZulu-Natal Museum
237 Jabu Ndlovu Street
Pietermaritzburg
3201

FOR ATTENTION : Mr Sabatha Tantsi
Finance and Projects Officer

BIDDER NAME :

BIDDER DETAILS / STAMP :

Initials

CLOSING DATE: 04 NOVEMBER 2022

TECHNICAL AND ADMINISTRATIVE ENQUIRIES:

Finance and Projects Officer
Mr Sabatha Tantsi
Tel: (033) 345-1404
Email: stantsi@nmsa.org.za

KwaZulu-Natal Museum

237 Jabu Ndlovu Street
PIETERMARITZBURG
3201

Sir/Madam

REQUEST FOR PROPOSALS (RFP): **KZN.M/PM-09/2022**: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF INFRASTRUCTURE PROJECTS AND RELATED SERVICES AT THE KWAZULU-NATAL MUSEUM.

Kindly furnish the KwaZulu-Natal Museum with a proposal for the supply of the services as per attached documents.

The conditions contained in the KwaZulu-Natal Museum's policy documents and all other conditions quoted in this RFP, will apply to your submission.

This RFP, as formulated, contains relevant KwaZulu-Natal Museum's tender documents/forms that must be completed.

Kindly tender by completing the relevant forms and deposit the documents in the tender box at the KwaZulu-Natal Museum's address as specified in page 10 before the closing date and time.

The KwaZulu-Natal Museum takes no responsibility for any late tenders, whatever the reason may be.

Yours sincerely

.....
Mr Sabatha Tantsi
Finance and Projects Officer

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SECTION 1

STANDARD CONDITIONS OF TENDER / INSTRUCTIONS TO BIDDERS

BID NUMBER: KZN.M/PM-09/2022

ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

1.1. General

- 1.1.1 No tender will be considered unless submitted on this KWAZULU-NATAL MUSEUM tender document.
- 1.1.2 Any portion of the tender document not completed will be interpreted as “not applicable”. Notwithstanding the afore going, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 1.1.3. Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the KWAZULU-NATAL MUSEUM reception area situated on the ground floor. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 1.1.4. The KWAZULU-NATAL MUSEUM reserves the right to accept:
 - 1.1.4.1. or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. KWAZULU-NATAL MUSEUM shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon receipt of a written request to do so.
 - 1.1.4.2. a tender offer which does not, in the KWAZULU-NATAL MUSEUM's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the tender document.
 - 1.1.4.3. the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and the KWAZULU-NATAL MUSEUM is not obliged to accept the lowest or any tender.
- 1.1.5. The KWAZULU-NATAL MUSEUM shall not consider tenders that are received after the closing date and time (late tenders).
- 1.1.6. The KWAZULU-NATAL MUSEUM will not be held responsible for any expenses incurred by tenderers in preparing and submitting tenders.
- 1.1.7. The KWAZULU-NATAL MUSEUM may, after the closing date, request additional information or clarification of tenders in writing.
- 1.1.8. A tenderer may request information, after the closing date, in accordance with the Promotion of Administrative Justice Act 3 of 2000, and the Promotion of Access to Information Act 2 of 2000.

- 1.1.9. A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the KWAZULU-NATAL MUSEUM after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal.
- 1.1.10. Should the tender offer be withdrawn in contravention of 1.1.9 above, the tenderer agrees that:
- 1.1.10.1. it shall be liable to the KWAZULU-NATAL MUSEUM for any additional expense incurred or losses suffered by the KWAZULU-NATAL MUSEUM in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
 - 1.1.10.2. The KWAZULU-NATAL MUSEUM shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the KWAZULU-NATAL MUSEUM shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.
- 1.1.11. The tenderer agrees that this tender and its acceptance shall be subject to the terms and conditions contained in the KWAZULU-NATAL MUSEUM's Supply Chain Management Policy ("SCM Policy").
- 1.1.12. Notwithstanding any requests for confirmation of receipt of notices issued to the tenderers, the tenderer shall be deemed to have received such notice if the KWAZULU-NATAL MUSEUM can show proof of transmission thereof via electronic mail, facsimile or registered post.
- 1.1.13. Unless otherwise stated in this tender document, all information submitted by the tenderer contained in other documents, for example, cover letters, brochures, catalogues etcetera submitted with the tender offer, will not be considered during evaluation unless such documents have been recorded and referenced.

1.2. Resolutions and Authorities

A tender submitted:

- 1.2.1. by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorising the tender to be made and the signatory to sign the tender on the company's behalf;
- 1.2.2. by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorising the tender to be made and the signatory to sign the tender on the close corporation's behalf;
- 1.2.3. by a partnership/joint venture/consortium may not be considered unless accompanied by written authority from all parties to the partnership/joint venture/consortium authorising the tender to be made and the signatory to sign the tender on the partnership/joint venture/consortium's behalf;
- 1.2.4. by Partnerships/Joint Ventures (JV's)/Consortiums:

In the case of partnerships/joint ventures/consortiums, a copy of the partnership/joint venture/consortium agreement must be submitted with the tender document. All parties/partners to the partnership/joint venture/consortium agreement must be registered on the KWAZULU-NATAL MUSEUM's Vendor Database.

1.3. Validity Period

- 1.3.1. A tender submitted shall remain valid, irrevocable and open for acceptance by the KWAZULU-NATAL MUSEUM for 120 (one hundred and twenty) days.
- 1.3.2. A tender submitted shall further be deemed to remain valid after the expiry of the above mentioned 120-day period, until formal acceptance by the KWAZULU-NATAL MUSEUM, unless the KWAZULU-NATAL MUSEUM is notified in writing by the tenderer of anything to the contrary (including any further conditions the tenderer may introduce).
- 1.3.3. Any further conditions that the tenderer may introduce will be considered at the sole discretion of the KWAZULU-NATAL MUSEUM.

1.4. KWAZULU-NATAL MUSEUM Vendor Database

- 1.4.1. No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).
- 1.4.2. It is each vendor's responsibility to keep all the information on the Central Supplier Database updated.
- 1.4.3. If any information required (e.g. tax clearance certificate) is not valid or has expired, all transactions with the vendor may, in the sole discretion of the KWAZULU-NATAL MUSEUM, be suspended until such time as the correct, verified information is received.

1.5. Tax Clearance

- 1.5.1. Tenderers shall be registered and in good standing with the South African Revenue Service (SARS). In this regard, it is the responsibility of the tenderer to submit to the KWAZULU-NATAL MUSEUM documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS.
- 1.5.2. Each party to a Partnership/Joint Venture/Consortium shall submit a separate Tax Clearance Certificate.
- 1.5.3. Tenderers are to note that the KWAZULU-NATAL MUSEUM will not award a contract to a tenderer whose tax matters are not in order, in any form recognised under South African laws to govern tax matters.

1.6. Broad-based Black Economic Empowerment (B-BBEE)

- 1.6.1. The number of preference points shall be determined from the B-BBEE status level certificates submitted in terms of Preference Schedule, using the status as at the closing date for submission of tender offers.
- 1.6.2. Tenderers that sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the tenderer, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract work, will forfeit preference points. Permission will have to be obtained for sub-contracts.

1.7. Fronting

- 1.7.1. The KWAZULU-NATAL MUSEUM supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner.
- 1.7.2. Against this background, the KWAZULU-NATAL MUSEUM condemns any form of fronting.

Initials

1.7.3. The KWAZULU-NATAL MUSEUM, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the KWAZULU-NATAL MUSEUM may have against the bidder/contractor concerned.

1.8. Counter Conditions

Bidders' attention is drawn to the fact that amendments to any Special Conditions by bidders will result in the invalidation of such bids.

1.9. Inducements, Rewards, Gifts and other Abuses of the Supply Chain Management System

1.9.1. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly through a representative or intermediary promise, offer or grant:

a) any inducement or reward to the KWAZULU-NATAL MUSEUM for or in connection with the award of a contract;

or

b) any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the Supply Chain Management Policy.

1.9.2. No person may influence or interfere with the work of any KWAZULU-NATAL MUSEUM official involved in the tender process in order to inter alia:

a) influence the process and/or outcome of a bid;

b) incite breach of confidentiality and/or the offering of bribes;

c) cause over and under invoicing;

d) influence the choice of procurement method or technical standards;

e) influence any KWAZULU-NATAL MUSEUM official in any way which may secure an unfair advantage during or at any stage of the procurement process.

1.9.3. Abuse of the Supply Chain Management System is not permitted and may result in the tender being rejected, cancellation of the contract, "blacklisting" and/or any such remedies as determined by the KWAZULU-NATAL MUSEUM's SCM Policy and the Blacklisting Policy.

1.10. Declarations and Authorization

Tenderers are required to complete all statutory declarations and authorisations in the schedules attached hereto failing which the tender may be disqualified in terms of Evaluation Criteria.

1.11. Expenses Due to the Preparation and Submission of Bid Documents

The KWAZULU-NATAL MUSEUM shall not be liable for any expenses or losses incurred by the tenderer/bidder due to visiting the site or Museum area and the preparation and/or submission of the tender/bid documents.

1.12. Acceptance or Rejection of Bids

The KWAZULU-NATAL MUSEUM is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

1.13. Awards to Tenderers Who Are Not the Highest Ranked

1.13.1. Normally the tenderer that scores the highest number of adjudication points must be recommended for acceptance, unless objective criteria justify the acceptance of another tender.

1.13.2. The successful bidder will still have to satisfy objective criteria which may include the following;

- (a) The bidder has demonstrated that it has the necessary resources and skills required to fulfil its obligations in terms of the tender document;
- (b) It does not pose any commercial or legal risk to the KWAZULU-NATAL MUSEUM;
- (c) It is not currently subject to action in accordance with the SCM Policy.

1.14. Alterations to Bid Documents

Do not make any alterations or additions to the bid document, except as to comply with instructions issued by the KWAZULU-NATAL MUSEUM, or to make the necessary corrections made by the bidder. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

1.15. Closing Date

1.15.1. Please ensure that your bid is submitted within the closing date and time of the bid. Proof of posting will not be accepted as proof of delivery.

1.15.2. If the KWAZULU-NATAL MUSEUM extends the closing date and time stated in the bid documents for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

1.16. Issuance of Addenda and Extension of Closing Date/Time

1.16.1. If necessary, the KWAZULU-NATAL MUSEUM may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date the tenderer documents are available until seven days before the tender closing time stated in the tender documents. If, as a result, a tenderer applies for an extension to the closing time stated in the tender documents, the KWAZULU-NATAL MUSEUM may grant such extension and shall then notify all tenderers who drew documents.

1.16.2. The register of entities that have drawn tender documents shall be used as the distribution list for any addenda. Each person/entity who collects tender documents must supply an e-mail address written legibly with each character clearly identifiable. The KWAZULU-NATAL MUSEUM may communicate with the tenderers by way of an e-mail to such e-mail address. Where the KWAZULU-NATAL MUSEUM transmits an e-mail to such address, incorrect addresses due to legibility shall be to the tenderers risk.

1.16.3. Notwithstanding any request for confirmation of receipt of addenda issued, the tenderer shall be deemed to have received such addenda if the KWAZULU-NATAL MUSEUM can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

1.16.4. The KWAZULU-NATAL MUSEUM may on reasonable grounds extend the closing date/time stated in the tender documents, by notifying all tenderers who drew or purchased documents as set out in clause 1.16.2 above.

1.17. Invalid Tenders

The Bid Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a bidder whose tender is considered by the Bid Evaluation Committee to be invalid and eliminated from further evaluation for any of the following reasons:

1.17.1. the tender, including the tender amount, where applicable, is not submitted on the official Form of Offer

2.17.2. the tender document is not completed in non-erasable handwritten, or printed, ink or toner

2.17.3. the Form of Offer has not been signed with an original signature

1.17.4. the Form of Offer is signed, but the name of the tenderer is not stated, or is illegible

1.17.5. if in a two envelope system, the tenderer fails to submit a separately sealed financial offer/tender.

1.18. Non-Responsive Tenders

1.18.1. Valid tenders will be declared non-responsive and eliminated from further evaluation if:

a) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.

b) The tenderer is prohibited from doing business with the KWAZULU-NATAL MUSEUM in terms of the SCM Policy.

c) The tender does not comply with the Specification(s).

d) The tender does not comply with the instructions as contained in the Price Schedule.

e) The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).

f) The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited from tendering for any resulting contracts.

g) The tenderer does not submit prices for all Items.

h) The tenderer does not submit firm prices of the contract (As indicated in the Price Schedule).

1.18.2. Tenders will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to:

a) Comply with the general conditions applicable to tenders as set out in the SCM Policy;

b) Comply with one or more of the provisions contained in the Conditions of Tender;

- c) Comply with any other terms and conditions of the tender as contained in the tender document;
- d) Complete and/or sign any declarations and/or authorizations;
- e) Register on the Central Supplier Database;
- f) Submit an original and valid tax clearance certificate (PIN) from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order;
- g) Comply with any applicable Bargaining Council agreements.

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SECTION 2

SBD1

PART A

INVITATION TO BID:

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL MUSEUM					
BID NUMBER:	KZN.M/PM-09/2022	CLOSING DATE:	04 NOVEMBER 2022	CLOSING TIME:	11:00
BRIEFING	A PHYSICAL (NON-VIRTUAL) COMPULSORY BRIEFING WILL BE HELD ON 18 OCTOBER 2022.				
DESCRIPTION	THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER: TO PROVIDE FACILITIES MANAGEMENT SERVICES FOR THE KWAZULU-NATAL MUSEUM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
KwaZulu-Natal Museum					
237 Jabu Ndlovu Street					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR SABATHA TANTSI		CONTACT PERSON	MR SABATHA TANTSI	
TELEPHONE NUMBER	033-3451404		TELEPHONE NUMBER	033-3451404	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	stantsi@nmsa.org.za		E-MAIL ADDRESS	stantsi@nmsa.org.za	
IMPORTANT NOTICE	PLEASE NOTE THAT ENQUIRIES MAY BE EMAILED FROM 07 OCTOBER TO 04 NOVEMBER 2022 (CUT-OFF DATE). QUIRIES RECEIVED AFTER THE CUT-OFF DATE WILL NOT BE ADDRESSED.				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		

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CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?</i>	<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?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> 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.			

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SECTION 2, continued...

SBD1

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. REFER TO ANNEXURE A</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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 MEMBER PERSONS IN THE SERVICE OF THE STATE.”</p>

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

SIGNATURE OF BIDDER:

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CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted (e.g. company resolution))

DATE:

SECTION 3

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.7 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.

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¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any KWAZULU-NATAL MUSEUM 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 attach 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).

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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**

2.91 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.

.....
.....

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.....

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

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

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I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

Initials

SECTION 4

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 a) 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 will be applicable to this tender.
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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,

Initials

to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-based Black Economic Empowerment Act”** means the Broad-based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Initials

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

Initials

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

Initials

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the

Initials

claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, 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
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

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

Initials

SECTION 5

SBD 7.1

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;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - 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 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.

Initials

- 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

Initials

SECTION 5, continued.....

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

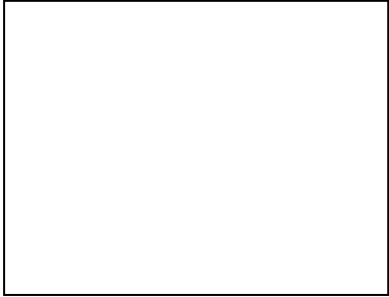
Initials

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP 

WITNESSES
1.
2.

Initials

SECTION 6

SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</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>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

Initials

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

Initials

SECTION 6, continued.....

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

Initials

SECTION 7

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Initials

SECTION 7, continued.....

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **KZN.M/FM-09/2022**

Appointment of a Professional Service Provider to provide Facilities Management Services to the KwaZulu-Natal Museum,

in response to the invitation for the bid made by: **KwaZulu-Natal Museum**

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SECTION 7, continued.....

SBD 9

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

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

SECTION 7, continued.....

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

SECTION 8**TERMS OF REFERENCE****KZN.M/PM-09/2022**

THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF INFRASTRUCTURE PROJECTS AND RELATED SERVICES AT THE WAZULU-NATAL MUSEUM.

CONTENTS OF TERMS OF REFERENCE

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1. Purpose

- 1.1 To provide project management support for the implementation of all capital works programmes and the Government Immovable Asset Management Act (GIAMA) based infrastructure planning at the KwaZulu-Natal Museum.
- 1.2 The upgrade of the Old St Anne's Hospital property into the new KwaZulu-Natal Museum property will be the major part in this assignment. However, other capital works projects will form part of the assignment.
- 1.3 This assignment will also include providing oversight over existing capital works projects and the roll out of new projects.

2. Background

- 2.1 The KwaZulu-Natal Museum is a Declared Cultural Institution established in terms of section 3 of the Cultural Institutions Act, 1998 (Act No. 119 of 1998) and is governed by a Council appointed by the Minister of Sport, Arts and Culture. The KwaZulu-Natal Museum is listed under Schedule 3A of Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.2 The KwaZulu-Natal Museum was established in 1904 and located at its present premises at 237 Jabu Ndlovu Street, Pietermaritzburg. The Museum is the largest collection and research based Museum in KwaZulu-Natal. The Museum now also holds many globally important collections that are irreplaceable therefore putting great emphasis on the need to be cared for in a suitable environment. Also, in keeping with its mandate to increase knowledge, understanding and appreciation of the nation's heritage, the Museum welcomes scores of members of the public on a daily basis.
- 2.3 The growth of the Museum in terms of staff compliment and collections and its increased role over the years as one of the top four natural and cultural history museums in South Africa has resulted in the need to review its location and a need to develop a structure that will best suit its ability to serve the people and be a centre for excellence in collections management, research and educational outreach programmes.
- 2.4 Upgrades to the Museum building in 1995 led to the addition of two more floors to the three storey section of the Museum and this allowed enough space for administration and collections and also freed some space for the addition of new exhibitions. The Museum's move from being an exclusively natural history oriented museum to being a cultural and natural history oriented museum has necessitated the addition of more exhibitions that denote the cultural aspects of our country.
- 2.5 The KwaZulu-Natal Museum therefore needed to find a location and facility that could address the following challenges that are being experienced at the existing museum:
 - Adequate exhibition space to denote both the cultural and natural history oriented museum programmes.
 - Customer orientation in terms of accessibility
 - Parking as the Museum is currently located in the city centre next to a police station and relies on street parking which makes it virtually impossible to find safe parking.

- Safety and security with regards to staff that work after hours and visitors to the museum.
- Structural problems at the present museum building.
- Adequate storage facilities.
- Facilities for meetings and workshops and a visitor centre.

2.6 The Old St Anne's Hospital at 96 Jabu Ndlovu Street was identified and purchased as the site for a new purpose built KwaZulu-Natal Museum.

2.7 The planning, coordinating and rolling out of the capital works projects has proven to be a challenge for the KwaZulu-Natal Museum as it does not employ personnel with the required technical skills for undertaking such projects.

3. Scope of Work

3.1 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 the Museum to ensure that all requirements are addressed.

3.2 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.

3.3 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.

3.4 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 the Museum.

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

4. Description of Work

4.1 To 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 the KwaZulu-Natal Museum.

Stage 1: Inception

Receive, appraise and report on the client's requirements with regard to:

- 1) the client's brief
- 2) the site and rights and constraints
- 3) budgetary constraints
- 4) the need for consultants
- 5) project programme
- 6) methods of contracting.

Stage 2: Concept and viability

- 1) Prepare an initial project design and advise on:
 - a) proposed materials and intended building services

- b) the technical and functional characteristics of the project.
- 2) Prepare the project programme and project plan:
 - a) The project plan should break down the project into phases/stages that can be implemented/managed independently.
- 3) Prepare the anticipated costs of the project:
 - a) Each project phase/stage should be costed independently.

Stage 3: Design development

- 1) Confirm the scope and complexity.
- 2) Review the design and consult with local and statutory authorities.
- 3) Develop the design, construction system, materials and components.
- 4) Incorporate and co-ordinate all the required resources for the project.
- 5) Review the design, costing and programme with the client.

Stage 4: Documentation and procurement

- 1) Prepare documentation sufficient for local authority submission:
 - a) co-ordinate technical documentation
 - b) prepare specifications for the works
 - c) review the costing and programme with the client
 - d) obtain the client's authority and submit documents for approval.
- 2) Complete construction documentation and proceed to signing building contract with client.

Stage 5: Construction

- 1) Implement the building contract.
- 2) Give possession of the site to the contractor.
- 3) Ensure the works for conformity to the contract documentation.
- 4) Administer and perform the duties and obligations assigned to the service provider in the building contract, or fulfil the obligations provided for in other forms of contract.
- 5) Issue the certificate of practical completion.
- 6) Assist the client to obtain the certificate of use if applicable.

Stage 6: Close-out

- 1) Facilitate the project close-out including the preparation of the necessary documentation to effect completion, handover, and operation of the project.
- 2) After the contractor's obligations with respect to the building contract are fulfilled, the service provider shall issue the certificates related to contract completion.
- 3) Provide the client with as-built drawings and relevant technical and contractual undertakings by the contractor and sub-contractors.
- 4) The following tasks will be performed by the Project Manager throughout the duration of the appointment:

4.2.1 Infrastructure Planning Function:

The Infrastructure Planning Function will include:

- Receive KZN Museum 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.

4.2.2 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.

4.2.3 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 the KZN Museum with as-built drawings and relevant technical and contractual undertakings by the contractor and sub-contractors.

4.2.4 Liaison with the Client (KZN Museum) and other Stakeholders

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

- Receiving an induction from KZN Museum;
- 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 KZN Museum;
- 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.

5. Special Conditions

- 5.1 Sign off and agreement on the final design layout from engineers to the KZN Museum by the respective project managers;
- 5.2 Security awareness training for all members of the team;
- 5.3 Environmental compliance and inspections by the client representative;
- 5.4 Provision and sign off of the contractors safety file; and
- 5.5 Approval by the local authorities prior to commencement of construction.

6. Supplementary Consultants

- 6.1 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 KwaZulu-Natal Museum 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 KwaZulu-Natal Museum prior to appointment on a Three (3) quote basis after the selected Professional Service Provider has been appointed:

Professional Services/Expert (s)	Frequency
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

7. Contract Duration

- 7.1 The duration of the contract would be three (3) year period commencing on signing of the contract by both parties.
- 7.2 The KwaZulu-Natal Museum reserves the right to extend the duration of the tender for a reasonable period, 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 the Museum will go to tender anew.

- 7.3 Performance will be reviewed as determined by the agreed upon Service Level Agreement between the parties.
- 7.4 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.
- 7.5 On appointment, the Service Provider is to liaise with the Client to agree on the date for submission of the work-plan.

8. Proposals Requirements

- 8.1 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.
- 8.2 The Service Provider shall describe its approach and plans for accomplishing the work outlined above. The Technical Proposal must consist of the following:-

8.2.1 Cover Letter

- 8.2.1.1 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.

8.2.2 Traceable References for completion of works

- 8.2.2.1 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.

8.2.3 Methodology and approach

- 8.2.3.1 Potential project risks and how to mitigate the risks included.
- 8.2.3.2 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.
- 8.2.3.3 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.

8.2.4 Cost control included

- 8.2.4.1 The Service Provider is expected to demonstrate competence in the management of

project costs by including into the approach paper a brief, articulate and project specific cost control plan/strategy for the project.

8.2.4.2 The plan/strategy should include what cost controls will the bidders put in place during project execution.

8.2.5 Health and safety/environmental included.

8.2.5.1 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.

8.2.5.2 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.

8.2.6 Technical approach included

8.2.6.1 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.

8.2.6.2 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.

8.2.7 Quality plan included

8.2.7.1 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.

8.2.7.2 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.

8.2.8 Key Team Member List

8.2.8.1 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.

8.2.8.2 Resume of Key Team Members
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.

- 8.2.8.3 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 the KwaZulu-Natal Museum, in which the Project Leader must work parallel with the proposed replacement with similar expertise and experience.
- 8.2.8.4 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 the KwaZulu-Natal Museum and would enable the service provider to complete the project as per the scope of work.

9. Meetings (Management and other)

- 9.1 All meetings to be documented for audit purposes.

10. Monthly Meetings

- 10.1 Design Meetings (applicable from stage 1 to 3)
- 10.2 Project Progress Meetings (during stage 5)
- 10.3 Technical Meetings (during stage 5)
- 10.4 The monthly meetings to be attended by the Project Site Manager / Project Leader and the relevant KwaZulu-Natal Museum personnel.

11. Quarterly Meetings

- 11.1 Service Provider assessment by KwaZulu-Natal Museum Supply Chain Management (SCM) division.
- 11.2 Detailing meeting operational requirements met as per contract.
- 11.3 Verifying B-BBEE, SARS and Letter of Good Standing on a quarterly basis.
- 11.4 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.

12. Reports

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

13. Approvals

- 13.1 Approvals required pertaining to changes to the contract will need to be obtained from the KwaZulu-Natal Museum for any requests the Service Provider may have.
- 13.2 Direct reporting lines will be to the KwaZulu-Natal Museum's Executive Manager: Finance and Administration or appointed delegate.

14. Proof of Compliance with the Law

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

15. Electronic Payments

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

16. Disposal Requirements

- 16.1 The KwaZulu-Natal Museum 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.

16.2 Disposal During and After Contract Period

- 16.2.1 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 the KwaZulu-Natal Museum.
- 16.2.2 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.
- 16.2.3 Proof of such disposal must be submitted to the KwaZulu-Natal Museum.
- 16.2.4 Written approval must be obtained from the KwaZulu-Natal Museum prior to removal of such waste from site.
- 16.2.5 Should any monetary value be derived by such disposal the Contractor/Service Provider must advise KwaZulu-Natal Museum immediately thereof and the parties will come to an agreement as to what percentage of the benefit the KwaZulu-Natal Museum will derive from the disposal.

16.3 *The Following Project Specific Management Actions Apply*

- 16.3.1 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;
- 16.3.2 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
- 16.3.3 Records shall be kept of valid disposal certificates for all waste material that is disposed of.

17. Evaluation Criteria

17.1 Phase 1: Compliance with Tender (Mandatory) Requirements

- 17.1.1 Failure to comply/satisfy all the mandatory requirements as set out in this tender document will result in disqualification of the bid (Refer pages 3 - 9).

17.2 Phase 2: Technical Evaluation

- 17.2.1 The functionality / technical evaluation will be conducted by the Bid Evaluation Committee (BEC), which comprises of various skilled and experienced members from diverse professional disciplines.
- 17.2.2 Only bidders who qualify in Phase 1 evaluation will be evaluated in Phase 2.
- 17.2.3 Threshold: The functional / technical evaluation will be based on a threshold, where bidders who fail to achieve the overall minimum of 60 points on the functional / technical phase will not be considered for further evaluation.

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

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

3	Technical Proposal		10	20
	Potential project risks and how to mitigate risks included	Points allocated based on:		
		Identification of possible risks and articulation of mitigating strategies for risk identified	2	
		Relevance of risks to the project	2	
	Cost control included	Points allocated based on:		
		Articulate cost control strategies	2	
		Relevance of the strategy to the project	2	
	Health and safety / environmental included	Points allocated based on:		
		Articulate strategy (how will the bidder manage this aspect of the project)	2	
		Relevance of the strategy to the project	2	
	Technical approach included	Points allocated based on:		
		Articulate approach that deals with all stages of the project	2	
		Relevance and feasibility of the approach to the project	2	
		Sub-total		
	Quality included	Points allocated based on:		
		Indication of quality management system adopted by the bidder	2	
		Articulate and relevant Quality Plan included	2	
		Sub-total		
TOTAL POINTS				
Bidders must score a minimum of 60 out of 100 points to be considered for further evaluation.				

17.3 Phase 3: Pricing and B-BEE Evaluation

17.3.1 This is the final phase of the evaluation process and will be based on the PPPFA Preference Point System of 80/20 where Price will amount to 80 points, and B-BBEE will amount to 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or the KwaZulu-Natal Museum splits the award or cancels the bid, *etc.*

17.3.2 The Pricing Schedule is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

17.3.3 **Permit costs:**

17.3.3.1 Permit costs will need to be paid up front by the successful bidder and the KwaZulu-Natal Museum will reimburse against proof of payment.

17.3.3.2 No mark-up to be levied on Permit costs.

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- 17.3.3.3 All employees will be checked for criminal records and no permit will be granted to those with criminal records.
- 17.3.3.4 Costs for lost permits and new employees will not be reimbursed by the KwaZulu-Natal Museum.
- 17.3.3.5 No Mark-up to be levied on items provided by the KwaZulu-Natal Museum (e.g. lease, water, electricity, permits, etc.)

17.3.4 Procured Items and Services:

- 17.3.4.1 Consumables will be charged at cost plus mark-up. VAT will not form part of mark-up calculations.
- 17.3.4.2 The KwaZulu-Natal Museum will provide the storeroom where the materials will be stored.
- 17.3.4.3 The procured materials / consumables' quotes must be market related and the contractor must provide a receipt/s from the supplier/s. Costs shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
- 17.3.4.4 All material supplied must be of good quality.
- 17.3.4.5 The Bid offer must be inclusive of VAT.
- 17.3.4.6 The VAT portion must be indicated separately.
- 17.3.4.7 Payment for this contract will be against proven costs.
- 17.3.4.8 Annual Increases will be negotiated with CPI being the maximum granted.

PRICING SCHEDULE

Description	Quoted Amount (Excluding VAT) R
Inception	
Concept Design	
Design Development	
Documentation and Procurement	
Project Monitoring	
Close out Phase	
Disbursements – estimated as follows and no additional allowance needs to be made elsewhere in the pricing schedule	
Health and Safety Consultants	
Duplicating Contract and Plans Printing	
Other (Communication, Meals, Advertising, Permits, etc.)	
Disbursements	
Sub-Total	
Add Contingencies at 10%	
VAT	
TOTAL FEES (INCLUDING VAT)	
<p>Table Notes:-</p> <ul style="list-style-type: none"> • All fees to include fees for sub consultants during design and project supervision. <p>Disbursements Schedule</p> <p>a) Only project related costs listed below and presented to the KwaZulu-Natal Museum will be compensated by the KwaZulu-Natal Museum.</p> <p>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 KwaZulu-Natal Museum project representative for approval and agreement on the recoverable amount, prior to incurring such cost.</p> <p>c) All rates are exclusive of VAT.</p> <p>d) Health and Safety Agent will be recovered through Disbursements.</p> <p>e) No mark-up on any disbursement cost will be paid.</p> <p>f) No payment for disbursement will be made for the following:</p> <ul style="list-style-type: none"> - Travelling (except for on-site travelling) and accommodation - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports - Telephone calls - Cellular calls 	

<ul style="list-style-type: none"> - Computer costs - Telefaxes (outgoing or incoming) - Email (sent or received).

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS		R
<i>In Words:</i>		
<i>Is the price offered firm</i>	Yes:	No:
<i>If not, provide details of the basis on which adjustments will be applied for:</i>		
Bidder / Entity's Name		
Represented By		
Capacity		
Date		
Signature		

18. Cost Containment

- Service providers interested in participating in bids of the KwaZulu-Natal Museum are reminded of the cost containment measures of the National Treasury including efforts to reduce expenditure on consultants. In this regard, service providers are referred to National Treasury Instruction 02 of 2016/2017 and submissions for consulting work must be in line with this including Section 4 of National Treasury Instruction 02 of 2016/2017 which is summarised as follows:
- Accounting officers and accounting authorities must ensure that consultants are appointed only where this is a cost-effective alternative to the utilisation of staff employed by the department, constitutional institution or the public entity concerned. The appointment of consultants must be supported by a motivated business case setting out an analysis of the underlying skills gap and a diagnosis of requirements and specified deliverables, as approved by the accounting officer or accounting authority.

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19. RFP Submission

- 19.1 The completed template should be signed by the authorized person. Costs incurred in compiling and submitting the RFP will be at the expense of the service provider. The KwaZulu-Natal Museum reserves the right to cancel the procurement process. Responding to the RFP does not guarantee that the proposal will be accepted.

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