



BID REFERENCE NUMBER: RIM02-HER-2025/26

TERMS OF REFERENCE

BID REFERENCE NUMBER: RIM02-HER-2025/26

DESCRIPTION:

**APPOINTMENT OF THE SERVICE PROVIDER FOR THE PRODUCTION AND INSTALLATION OF THE ROBBEN ISLAND
EXPOLITICAL PRISONERS' MEMORIAL WALL**

CLOSING DATE AND TIME OF BID: 27 JUNE 2025 AT 11H00

VALIDITY DATE:120 DAYS

Enquiries : RIM SCM Office

Tel : 021 413 4200

Reference : **RIM02-HER-
2025/26**

**SUBJECT: APPOINTMENT OF THE SERVICE PROVIDER FOR THE PRODUCTION AND INSTALLATION OF THE SIX ROBBEN
ISLAND EX-POLITICAL PRISONERS' STATUES, PLINTHS AND PLAQUES**

REQUIRED BY: ROBBEN ISLAND MUSEUM (RIM) ENTITY

1. Kindly furnish the Entity with a bid for the services shown on the attached forms.
2. The General Conditions of Contract (GCC), Terms of Reference as well as the SBD1, SBD 3.1, SBD 4, and SBD 6.1, forms are attached for completion. These Forms must be returned with your bid.
3. Bid documents must be submitted on an envelope stipulating the following information: Name and Address of the Bidder

Bid Number, and Closing Date

of the Bid.

[Interested parties are requested to provide one original hard copy and one electronic copy \(submitted in USB\) of the original documents.](#)

4. Bidders should deposit their bid documents into the tender box available on the ground floor Reception at the following address:
Nelson Mandela Gateway, Waterfront, Cape Town
5. **Compulsory briefing session on the following:**

Date and Time: - 10 June 2025 at 9h00-12h00
6. The tender's closing date is – **27 June 2025 at 11:00 am.**

PART A

INVITATION TO BID

BID NUMBER:	RIM02-HER-2025/26	CLOSING DATE:	27 June 2025	CLOSING TIME:	11.00 AM
DESCRIPTION:	APPOINTMENT OF THE SERVICE PROVIDER FOR THE PRODUCTION AND INSTALLATION OF THE ROBBER ISLAND EX-POLITICAL PRISONERS' MEMORIAL WALL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ROBBEN ISLAND MUSEUM (RIM) ENTITY					
NELSON MANDELA GATEWAY					
CAPE TOWN					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM		CONTACT PERSON	SIYANDA PAPU	
TELEPHONE NUMBER			TELEPHONE NUMBER	021 413 4200	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS			E-MAIL ADDRESS	Siyandap@robberisland.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO	☐ YES ☐
DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	☐ YES ☐
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? NO	☐ YES ☐
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO	☐ YES ☐
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO	☐ YES ☐
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

1. PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number:

Closing Time 11:00

Closing date.....

OFFER TO BE VALID FOR...**120**.....DAYS FROM THE CLOSING DATE OF BID.

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

- Required by:

- At:

.....

- Brand and model
.....

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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.

SBD4

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 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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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.

3.6 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

..... Position

Name of bidder

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

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

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	80
SPECIFIC GOALS	20
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:

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \\
 \text{or } Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & & \text{or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ \text{or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & & Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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 (Specific goals 10 points)	Achievement Level	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership		10	
Women Owned	100% women ownership	10	

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:	
	
	

29 May 2025

TERMS OF REFERENCE

TENDER NO: RIM02-HER-2025/26

SUBJECT: APPOINTMENT OF THE SERVICE PROVIDER FOR THE PRODUCTION AND INSTALLATION OF THE ROBBEN ISLAND EX-POLITICAL PRISONERS' MEMORIAL WALL

CLOSING DATE AND TIME OF BID: 27 June 2025 at 11H00

COMPULSORY BRIEFING SESSION AND SITE VISIT

DATE: 10 June 2025

TIME:09h00-12h00

VENUE: Robben Island Museum, Waterfront, Cape Town

BID VALIDITY PERIOD: 120 DAYS

SUBJECT: APPOINTMENT OF THE SERVICE PROVIDER FOR THE PRODUCTION AND INSTALLATION OF THE ROBBEN ISLAND EX-POLITICAL PRISONERS' MEMORIAL WALL.

1. INTRODUCTION

Robben Island Museum (RIM) seeks to appoint a service provider to produce and install a black Rustenburg granite-cladded memorial wall, in honour of more than 2700 ex-political prisoners who were incarcerated at the Robben Island prison, Cape Town. The association of ex-political prisoners (AEPP) approached the Department of Sport, Arts and Culture with the request for help to arrange a reunion event for more than 350 ex-political prisoners of Robben Island. Part of the request was that the names of all political prisoners should be inscribed on the wall. Subsequently, DSAC requested RIM to carry out the organisation of the event. A Project Steering Committee comprising the AEPP representatives, DSAC and the Robben Island Museum (RIM) identified the Marais Harbour wall as suitable for this purpose.

2. PURPOSE AND SCOPE

- 2.1 The purpose of this document is to outline the scope of the project and its deliverables. It defines roles and responsibilities and what is expected from the service provider while carrying out, and the delivery of the outcomes of the project.
- 2.2 The overall venture will be implemented in accord by the Department of Sport, Arts and Culture in collaboration with AEPP, RIM and South African Heritage Resources Agency (SAHRA) as Robben Island is a National Heritage Site as declared in terms of the National Heritage Resource Act, No 25 of 1999 and a World Heritage Site in terms of the World Heritage Convention Act of 49, 1999. This will be DSAC's heritage legacy project and will draw from the expertise of all key project stakeholders who serve in the Project Steering Committee (PSC).

3. BACKGROUND

3.1 AEPP is an association that represents all the ex-political prisoners who were convicted and sent to Robben Island. The AEPP is not affiliated or representing any political organisation. It serves all ex-political prisoners as far as Namibia.

Robben Island Robben Island is an island in Table Bay, 6.9 west of the coast of Bloubergstrand, north of Cape Town, South Africa. It takes its name from the Dutch word for seals (robben), hence the Dutch/Afrikaans name Robbeneiland, which translates to Seal(s) Island.

Robben Island is roughly oval, 3.3 kilometres long north–south, and 1.9 km wide, with an area of 5.08 km². It is flat and only a few metres above sea level, because of an ancient erosion event. It was fortified and used as a prison from the late-seventeenth century until 1996, after the end of apartheid.

During the late 20th century, it was used to imprison political prisoners who opposed the postwar apartheid state. Political activist and lawyer Nelson Mandela was imprisoned on the island for 18 of the 27 years of his imprisonment before the fall of apartheid and introduction of full, multi-racial democracy in South Africa. He was later awarded the Nobel Peace Prize and was elected in 1994 as President of South Africa, becoming the country's first black president. He served one term from 1994 to 1999.

Two other former inmates of Robben Island, in addition to Mandela, have been elected to the presidency since the late-1990s: Kgalema Motlanthe (2008–2009) and Jacob Zuma (2009–2018). Other former prisoners have held a variety of political positions in the democracy.

Robben Island is a South African National Heritage Site as well as a UNESCO World Heritage Site.

As a National Heritage Site in terms of the National Heritage Resources Act, No. 25 of 1999, Robben Island is expected to submit application for any development taking place on the island to SAHRA prior to the commencement of work.

4. LOCATION OF THE EX-POLITICAL PRISONERS' MEMORIAL WALL

This granite memorial wall will be installed on the face of the current wall that is on Murray Harbour. Murray Harbour is the first place that welcomes visitors when they land on the island from the boat. It is an expansive 60m long and 3.6m high that can accommodate a large number of ex-political prisoners' details, such as name, surname, prison number, and period of imprisonment, without compromising the inscription font size.

5. SCOPE AND EXTENT OF THE TENDER / TASK DIRECTIVE

The Department requires the services of a duly experienced and knowledgeable service provider in undertaking the following tasks:

To confirm that the bidders have read and understood the task description, they should indicate as such in the relevant column below:

No	Task	Noted
5.1	The successful bidder is expected to produce and install a memorial wall that will showcase the names, surnames, prison numbers, and incarceration period of 2717 ex-political prisoners of Robben Island. There should be spaces prepared and reserved for additional names should there be a need.	
5.2	The service provider must clad the identified wall with a black polished Rustenburg granite plaque. The plaques must be interspaced at 500mm apart. The plaques with names must be 650mm wide and 1200mm long. In addition, there must be a main plaque inscribed with a well-researched, summarised inscription of between 150	

	and 300 words, detailing what the names on the wall mean and the details about the wall unveiling. The inscription must be written in more than one language, considering appropriate languages spoken in the local area (likely Xhosa, English and Afrikaans). The inscribed plaque will be placed on the prepared concrete ground.	
5.3	The production process must include, but not be limited to, design development informed by extensive research; cladding; inscription; and installation.	
5.4	The service provider must obtain approval from the Department of Sport, Arts and Culture (DSAC) for the design and, before commencement of each of the next stage of the project.	
5.5	The colour of the wall will be black with white font of Arial or Arial Nova style, more than 15" in size. The Service provider should do a sample of the font size and type on small granite plate (30cm long), inscribing two different sizes on the backs of the sample. This will allow the RIM and Steering Committee for EPP reunion to have a look before any inscription is done.	
5.6	All bid documents must be accompanied by the following: 5.6.1 Graphic Rendition a Site Model: Bidders will be required to submit a graphic interpretation of a Site Model with a black Rustenburg granite wall. The graphic rendition site model should be detailed studies, rendering of the surroundings of the wall using either, (i) pencils, charcoals, micron pen, graphite sticks or powder or any other acceptable drawing medium; (ii) computerized three dimensional (3D) versions showing front, back, side and	

	aerial elevations with a synopsis explaining the concept; and/or (iii) a combination of the above and where necessary, supportive labelling, notes and/or written	
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	explanations. 5.6.2 A summarised inscription that will go onto the plaque. • Failure to submit a site model will result in your bid being disqualified.	
5.7	The planning document must indicate the cost and timeframes for logistics for installation, crane requirements, transportation, and assembling of the granite wall and plaque on site.	
5.8	The service provider must conduct all the site clearance processes, which include, but not limited to, a Heritage Impact Assessment, Environmental Impact Assessment, geotechnical assessment against mass and wind resistance on the memorial wall and provide the Department with the approvals. The Service Provider must provide proof of engagement with SAHRA.	

5.9	The service provider must provide the Department with engineering certification of the installed memorial wall and plaque.	
5.10	With the guidance of the structural and electrical engineers, the service provider must oversee the incorporation of lighting for night visibility.	
5.11	The service provider must provide the Department with all the memorial wall and plaque certificates, including but not limited to the certificates of completion of production and installation.	
5.12	The service provider must submit invoices accompanied by periodic reports of work completed, incorporating photos, job opportunities created with details of people employed by the project. Details of employed people must include names, ID numbers, gender, age, and area of work (skills transferred or developed), physical	

	addresses, and contacts. The report must include the number of persons with disabilities who have been employed on the project.	
5.13	The service provider will be required to present the work in progress to the Steering Committee to incorporate inputs.	
5.14	The service provider must make provisions for attending steering committee meetings to be held at least once per week, led by the Department.	
5.15	The Robben Island Museum, in collaboration with the steering committee, will approve a memorial wall and plaque design before final production in granite is completed.	

5.16	The service provider will be required to make provision and prepare for:	
	5.16.1 Steering committee meetings scheduled to be held once per week;	
	5.16.2 Site visits and inspection;	
	5.16.3 Clearing of the site before installation of the memorial wall and plaque;	
	5.16.4 Limit site public accessibility during the installation process, liaising with the RIM authorities;	
	NOTE: ☐ Total contract award must include all services, necessary approvals, material, production, and installation of the memorial wall and plaque.	
5.17	The service provider will be working with the following key stakeholders:	
	5.17.1 National Department of Sport, Arts and Culture. 5.17.2 Robben Island Museum. 5.17.3 Department of Forestry, Fisheries, and Environment. 5.17.4 Association of Ex-Political Prisoners. 5.17.5 South African Heritage Resources Agency. 5.17.6 Other key stakeholders, such as the researchers.	

6. EVALUATION STAGES

6.1 The bid evaluation process consists of several stages that are applicable as defined in the table below:

Stage	Description	Applicable for this bid
Stage 1	The Supply Chain Management compliance with bid requirements.	Yes
Stage 2	Functionality requirement evaluation.	Yes
Stage 3	Price and points awarded for specific goals	Yes

6.1.1 Stage 1:

Verification of service provider (s) compliance with bid requirements and the initial screening process.

6.1.2. Stage 2:

The Technical proposal will be evaluated out of 100 points with a threshold of 70 points. Bidders that score less than a minimum of 70 points will be disqualified. Bidders must score a minimum of 70 points or more to qualify for further evaluation on price and specific goals.

6.1.3. Stage 3:

Bids will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate an 80/20 preference point system is applicable up to a rand value of R50 million (all applicable taxes included).

- The following criteria will be used as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act 5 of 2000.
- Tenderers are required to submit a valid B-BEEE certificate or an affidavit together with their tenders to substantiate their specific goals rating claims. Failure to submit a valid B-BBEE certificate will result in zero preference points being awarded for specific goals. B-BBEE certificates or sworn affidavits must be valid at the time of the closing of the tender.
- Tenderers are required to submit a B-BEEE status level verification certificate issued by the following agencies:
 - Tenderers other than EMEs – Verification agencies accredited by SANAS
 - Tenderers who qualify as EMEs – Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths and/or B-BBEE certificate issued by the companies and the Intellectual Property Commission.

7. EVALUATION PROCESS

7.1 The 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) shall apply. The lowest acceptable bid will score 80 points for price, and 20 points will be awarded for specific goals as stipulated on SBD 6.1 of this bid.

7.2 Prospective bidders will have to score at least 70 out of 100 points allocated for functionality before the company's proposal will be considered for pricing.

8. BID REQUIREMENTS

General requirements

8.1. The following is required of bidders and should be submitted to the Entity as part of the bid submission:

8.1.1 Company profile.

8.1.2 All Bidders must be registered on the National Treasury Central Supplier Database (CSD) and must attach a copy of the most recent report to the tender document.

8.1.3 The tax status on CSD must be compliant, as the entity is unable to award a contract to a company whose tax affairs are not in order, as determined by SARS. A recommended bidder whose tax matters have expired or compliance status is invalid, will be notified in writing of their non-compliance status, and the bidder must be requested to submit written proof from SARS of their tax-compliant status or proof that they have arranged to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the Entity with proof of their tax-compliant status which should be verified via CSD.

8.1.4 Original Company Resolution or Letter of authority or Letter of appointment authorizing the signatory of the Entity to sign the contract with the Entity.

8.1.5 Valid contact details including e-mail address.

8.1.6 Certified ID copies of all Directors.

8.1.7 Reference letters must be provided, as well as an indication of experience with similar projects.

8.1.8 Companies that registered for VAT should include VAT on their costing.

8.1.9 Any other details that may be relevant in respect of the tender evaluation criteria.

8.2 Technical Requirements

Bidders should submit a detailed proposal including:

- 8.2.1 Project Implementation plan.
- 8.2.2 Detailed Cost breakdown
- 8.2.3 Capacity and experience.
- 8.2.4 Number and level/ranks of team member/s to be involved in sculpturing.
- 8.2.5 CVs of all involved in sculpturing (including but not limited to qualifications, knowledge, experience, level of expertise, and/or current designation).

9. **EVALUATION CRITERIA**

All bids duly lodged will be evaluated by a panel first on functionality, then on price. For purposes of comparison and to ensure meaningful evaluation,

bidders are requested to furnish detailed information in substantiation of compliance with each of the evaluation criteria mentioned below. The following evaluation criteria will be used to evaluate all bidders:

NO	CRITERIA	WEIGHT	TOTAL
9.1.	COMPANY'S TRACK RECORD List of similar projects successfully completed not older than 10 years (i.e., exhibition walls and, or granite wall production and installation). Tenderers have demonstrated experience in producing and installing memorial walls; and must submit a minimum of one written testimonials/referral letter for each	30	
	project completed. The referral letter must be on the letter head of the client.		
	9.1.1 Provided 8 or more References (30 Points)	30	
	9.1.2 Provided 5 to 7 References (20 points)	20	
	9.1.3 Provided 3 to 4 References (10 points)	10	
	9.1.4 Provided 1 to 2 Reference (5 points)	5	

	9.1.5 0 references (0 points)	0	
Referral letters to be attached for numbers of projects completed: Completion Certificates showing Project Name, Client Name, Contact Numbers of the previous client, Client Signature, and Signature of the Consultant's representative			
9.2	PROFILES OF PROJECT TEAM	30	
	9.1.1 Representation of the previously disadvantaged South Africans, gender equity and youth. 90-100% in all three categories=10 Points	10 points.	
	70%-89%=6 points 30-69%=3 Points Below 30% = 0 points		

	9.1.2 CVs of each team member indicating relevant qualifications and years' experience. 10 years or more experience=10 Points 7-9 years = 6 points 3-6 years = 3 Points Below 3 = 0 points Bidders to submit CV and qualifications of the team leader for the project	10 points.	
	9.1.3 Attach resumes of human resource displaying teamwork skills and expertise in crafting/sculpturing, capacity, and ability to produce/render required service.	10 points	

9.3	PROJECT EXECUTION PLAN	40							
	Bidders should provide a detailed execution plan that shows the granite-cladded wall production stages and steps. Submit the pictures for referencing.								
	9.3.1 Site model submitted	10							
	9.3.2 Clearly defined scope statement outlining the scope of work and how the project will be executed	10							
	9.3.2 Demonstration of production processes or phases.	10							
	9.3.3 Realistic project schedule for milestones	5							
	9.3.4 Cost breakdown per milestone provided.	5							
TABLE FOR EVALUATION 9.3.2-9.3.4									
<table><tr><td>Description</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr></table>				Description	Poor	Fair	Good	Very Good	Excellent
Description	Poor	Fair	Good	Very Good	Excellent				

Score	1	2	3	4	5	
TOTAL						100 points

A minimum threshold of **70 points** for a bidder to proceed to the next evaluation phase

10. NOTE WELL:

10.1 The bidders will be required to send the site model artist impression.

10.2 The site model artist impression entries will be sent by post, courier or hand-delivered to the Entity by bidders. All which forms part of the bid to be submitted before the tender closing date and time.

10.4 Once the award has been made, the remaining entries can upon request be returned to their respective owners. It must be stated that the winning entry site model remains the property of the Department of Sport, Arts and Culture.

11. LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating from this bid will be subject to the General Conditions of Contract issued in 2010 in accordance with of the Treasury Regulations 16A, published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract of 2010. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

12. GENERAL CONDITIONS OF CONTRACT

- 12.1. The Entity may investigate possible fronting by any bidder and any bidder found to be fronting will be disqualified and blacklisted.
- 12.2. The service provider may not recruit or shall not attempt to recruit an employee of the Entity or the Department of Sport, Arts and Culture for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.
- 12.3. All bidders are required to submit details of shareholdings status as follows: shareholder certificate with the names of directors and percentage of ownership and ID copies.

13. CONTRACTUAL ARRANGEMENT

- 13.1. The service provider is required to enter into a Service Level Agreement with the Entity to perform all functions as set out in the project's Terms of Reference. The service provider should consider local beneficiation in executing these tasks.

14. TIME-FRAME

- 14.1. The duration will be twelve (12) days from the date of appointment. The service provider should attend a meeting at the DSAC/ RIM offices within a week of his/her appointment and should avail himself/herself for progress meetings as per the Department's request.

15. REPORTING

- 15.1. The appointed service provider may be expected to attend meetings as per the request of the Project Manager.

16. CONFIDENTIALITY

- 16.1. No information or documentation may be used for any other purpose other than providing for a tender proposal to RIM, and no copies of any

document may be made, except with prior written approval from the Robben Island Museum.

16.2. The successful bidders and staff will be required to sign a non-disclosure agreement.

17. INTELLECTUAL PROPERTY AND OWNERSHIP

17.1. Ownership and copyright of all documentation developed during the period of the contract will be vested in Robben Island Museum.

17.2. All intellectual property rights relating to any work produced by the service provider in relation to the performance of this contract shall belong to RIM and may not be used for any other purpose by the service provider. The service provider shall give RIM all assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this contract shall remain the property of Robben Island Museum and must be handed over to RIM on termination of the contract.

17.3. The service provider undertakes not to infringe the intellectual property of third parties. Should any action or claim be instituted against RIM emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service provider hereby indemnify RIM against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

18. FINANCIAL IMPLICATIONS

18.1. No service will be provided to RIM before an official order has been issued to the supplier or service provider.

18.3. Payments will be done within 30 days of receipt of an invoice with all required supporting documents as per the Service Level Agreement;

18.4. The service provider/s should provide a detailed cost breakdown the fixed tendered amount of the work to be undertaken.

18.5. The detailed cost breakdown will form part of the SLA.

18.6. The agreed tendered amount will not be adjusted.

18.7. Payments will be made by RIM after the service provider has submitted an invoice supported by all requisite documents.

19. CLIENT BASE

17.1. The Robben Island Museum reserves the right to contact references during the evaluation and adjudication process to obtain information.

20. COMMUNICATION

20.1. The Robben Island Museum may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

21. PRESENTATION

21.1. The Robben Island Museum may request presentations and or interviews from short-listed bidders as part of the bid process.

22. SUPPLIER DUE DILIGENCE

22.1. The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. **Bidders must note that Robben Island Museum may conduct verification on the information submitted and any misrepresentation will result in an automatic disqualification.**

23. CONFLICT OF INTEREST

23.1. The bidder or bidders group must submit a document (you may include it in your covering letter), stating whether any of its employees have any

interest in Robben Island Museum or whether any of RIM's personnel have any interest in the bidders or affiliated business.

24. COMPULSORY HYBRID BRIEFING SESSION AND SITE VISIT

24.1. A compulsory briefing session for all prospective bidders will be held as follows.

Date: 10 June 2025

Time: 09H00 – 12H00

Address: Robben Island, Cape Town. Western Cape Province.

NB: All bidders who submit their bids without attending the compulsory hybrid briefing and site visit will be disqualified.

25. SUBMISSION OF BIDS DOCUMENTS

25.1. Bidders should deposit their documents into the tender box available on the ground floor reception area at the following address: Nelson Mandela Gateway Building, V & A Waterfront, Cape Town

Closing date: 27 June 2025 at 11h00

- 25.2. All bidders are required to correctly complete a compulsory bid register when submitting bid documents. Bid register is available at the above-mentioned address.
- 25.3. Please arrange the Standard Bidding Documents (SBDs) in your submission numerically and orderly.
- 25.4. Bid documents received after the closing date and time will not be considered.

25.5. Bidders are advised to ensure that bids are submitted allowing sufficient time for any unforeseen events that may delay the delivery of the bid and time to access the premises because of security arrangements when entering the department main entrance.

25.6. **Bidders are requested to provide one original hard copy and one electronic copy (submitted in USB), and one copy of the original document.**

26. COST OF BIDDING

26.1. The bidder shall bear all costs associated with the preparation and submission of its bid and Robben Island Museum will no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process. The bidder will not be entitled to claim for travel and subsistence expenses. If such expenses are applicable, these charges must be included in the bid price.

27. PRICE OR FEES NEGOTIATION

27.1. Robben Island Museum may negotiate the price or fees with the preferred bidder/s during a competitive bidding process.

28. LATE BIDS

28.1. Bids are received at the address indicated above. Bids received after the closing date and time will not be accepted for consideration and will be returned unopened to the bidder. Bids documents should be submitted before 11:00 on the closing date of the tender.

29. BID AND TECHNICAL ENQUIRIES / CLARIFICATION OF TENDER DOCUMENTS

29.1. The Robben Island Museum will respond in email to any request for clarification of the tender documents which it receives **no later than one (1) week prior to the deadline for submission of bids prescribed by Robben Island Museum**. All enquiries related to the technical content of the Terms of Reference as well as the bid enquires may be directed **in writing** to the officials listed below:

For Bid Enquiries

Mr Tlangelani Mabundza: SCM Enquiries

012 413 4200/tlangelanim@robben-island.org.za

For Technical Enquiries:

Ms Ayanda Woji : Technical Enquiries

0214134200/0845083314 ayandaw@robben-island.org.za

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.