



REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF THE DEVELOPMENT BANK OF SOUTHERN AFRICA	
BID NUMBER:	RFP067/2025
ISSUE DATE	20 October 2025
COMPULSORY BRIEFING DATE	Date: 29 October 2025 Time: 11h00am CAT Address: Museum in Mafikeng, North-West Cnr. Carrington Street & Martin Street, Mahikeng, 2745, North - West, South Africa Coordinates: 25° 52' 0" South, 25° 39' 0" East
CLOSING DATE AND TIME FOR ONLINE SUBMISSION LINK REQUESTS:	Closing time for the OneDrive Link requests – 12 November 2025 at 16h30 (Telkom Time) on the day of the stipulated dates shown above.
CLOSING DATE AND TIME FOR TENDER:	Closing time for the Tender submissions – 12 November 2025 at 23h55 (Telkom Time) on the day of the stipulated dates shown above.
CLOSING DATE AND TIME FOR BIDDERS' QUERIES:	The cut-off date for tender queries is - 04 November at 16h00 (Telkom Time) Date for query response – 07 November at 16h00 (Telkom Time)
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	90 days
DESCRIPTION OF BID:	APPOINTMENT OF AT CURATOR FOR CURATION, RESEARCH, DESIGN, PRODUCTION AND INSTALLATION OF ARTIFACTS AT SOL PLAATJIE MUSEUM, NORTH - WEST

RESPONSES TO THIS RFP SHOULD BE SUBMITTED ELECTRONICALLY	a) Bidders are required to click on the Tender Submission Link provided upon request. b) Bidders are to ensure the documents being loaded are correct and accurate - once they are loaded, they cannot be accessed again or deleted. c) If incorrect documents are loaded, the new document loaded must include the wording "Corrected". d) Only Files can be loaded, not folders. e) As such, Folders with all its required content should be created on the Bidders PC, then be converted to either a Compressed or Zipped Folder. f) This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link. g) Once documents have been loaded, the Bidder will receive a confirmation email of the upload. h) Uploading of submission must be in the structure and order as prescribed in this tender and MUST BE LABELLED CORRECTLY.
NAME OF BIDDER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER'S STAMP OR SIGNATURE	

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PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEVELOPMENT BANK OF SOUTHERN AFRICA ("DBSA")

BID NUMBER: RFP067/2025
CLOSING DATE: 12 November 2025
CLOSING TIME: 23H55

DESCRIPTION:
APPOINTMENT OF AT CURATOR FOR CURATION, RESEARCH, DESIGN, PRODUCTION AND INSTALLATION OF ARTIFACTS AT SOL PLAATJIE MUSEUM, NORTH - WEST

The successful Bidder will be required to conclude a service level agreement with the DBSA

Bidders should ensure that Bids are loaded on the one drive timeously as reflected on the cover page of this document.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	

TELEPHONE NUMBER:				
FAX NUMBER:				
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
TAX CLEARANCE CERTIFICATE SUBMITTED?	YES		NO	
BBBEE CERTIFICATE SUBMITTED?	YES		NO	
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	YES		NO	
FULL NAME OF AUTHORISED REPRESENTATIVE:				
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:				
SIGNATURE OF AUTHORISED REPRESENTATIVE:				
DATE OF SIGNATURE				

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES	NO	
☐	☐	Folder 1 and Folder 2 must be separated into Qualifying Criteria and Functional Evaluation on the one hand, and Price and Preferential Points, on the other hand.
☐	☐	Part A: Invitation to Bid
☐	☐	Part C: Specifications, Conditions of tender and Undertakings by Bidder
☐	☐	Annexure A: Price Proposal
☐	☐	Annexure B: Technical Proposal
☐	☐	Annexure C: SBD2: Tax Clearance Certificate Requirement
☐	☐	Annexure D: SBD 4: Bidder's Disclosure
☐	☐	Annexure E: SBD6.1 and B-BBEE status level certificate
☐	☐	Annexure F: SBD8: Declaration of Bidder's Past Supply Chain Practices
☐	☐	Annexure G: SBD9: Certificate of Independent Bid Determination
☐	☐	Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a lose corporation
☐	☐	Annexure I: Certified copies of latest share certificates, in case of a company.
☐	☐	Annexure J (if applicable): A breakdown of how fees and work will be spread between members of the bidding consortium.
☐	☐	Annexure K: Supporting documents to responses to Qualification Criteria and Evaluation Criteria.
☐	☐	Annexure L: General Condition of Contract
☐	☐	Annexure M: Supporting documents - CSD Registration Summary Report

PART C: SPECIFICATIONS, CONDITIONS OF TENDER AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the Preferential Procurement Regulations, 2011.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause d Timetable) in Part C, by which Tenders must be received.
- 1.10 **DBSA** means the Development Bank of Southern Africa.
- 1.11 **DFI** means development finance institution.
- 1.12 **Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 **Functional Criteria** means the criteria set out in clause **Error! Reference source not found.** of this Part C.
- 1.14 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.15 **PFMA** means the Public Finance Management Act, 1999.
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 amended in 2017.
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations 2011, as amended in 2017 published in terms of the PPPFA.

- 1.18 **Price and Preferential Points Assessment** means the process described in clause 27.3 of this Part C, as prescribed by the PPPFA.
- 1.19 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the DBSA and the successful Bidder.
- 1.20 **Qualifying Criteria** means the criteria set out in clause of this Part C.
- 1.21 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the DBSA.
- 1.22 **SARS** means the South African Revenue Service.
- 1.23 **Services** means the services required by the DBSA, as specified in this RFP Part D.
- 1.24 **SLA** means service level agreement.
- 1.25 **SOE** means State Owned Enterprise, as defined by the Companies' Act.
- 1.26 **Specification** means the conditions of tender set and any specification or description of the DBSA's requirements contained in this RFP.
- 1.27 **State** means the Republic of South Africa.
- 1.28 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.29 **Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFP Part C.
- 1.30 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.31 **Website** means a website administered by DBSA under its name with web address www.dbsa.org

2. INTERPRETATIONS

In this RFP, unless expressly provided otherwise a reference to:

- 2.1 "includes" or "including" means includes or including without limitation; and
- 2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. TENDER MANAGER

The Tender Manager is:

Nokuthula Sangweni

DBSA Supply Chain Unit

Email: nokuthulascm@dbsa.org

No questions will be answered telephonically.

4. SUBMISSION OF TENDERS

- 4.1 No Hardcopies of Tenders are to be submitted.
- 4.2 Bidders are required to request for a submission link.
- 4.3 Bidders are required to click on the Tender Submission Link as provided as soon as bidders are ready to submit.
- 4.4 No Emailed responses to accepted.
- 4.5 Bidders are to ensure the documents being loaded are correct and accurate - once they are loaded, they cannot be accessed again or deleted.
- 4.6 If incorrect documents are loaded, the new document loaded must include the wording "Corrected".
- 4.7 Only Files can be loaded, not folders.
- 4.8 As such, Folders with all its required content should be created on the Bidders PC, then be converted to either a Compressed or Zipped Folder.
- 4.9 This will allow Bidders to load the whole Compressed/ Zipped Folder as a file format to the Tender Submission Link.
- 4.10 Once documents have been loaded, the Bidder will receive a confirmation email of the upload.
- 4.11 Uploading of submission must be in the structure and order as prescribed in this tender and **MUST BE LABELLED CORRECTLY.**
- 4.12 No assistance will be provided to Bidders after hours.

5. RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.
- 5.4 The rules contained in this RFP Part C apply to:
 - 5.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure.
 - 5.4.2 the Tendering Process; and
 - 5.4.3 any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFP or the Tendering Process

6. STATUS OF REQUEST FOR PROPOSAL

- 6.1 This RFP is an invitation for companies to submit a proposal (s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA and any Bidder unless and until the DBSA has executed a formal written contract with the successful Bidder.

7. ACCURACY OF REQUEST FOR PROPOSAL

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

8. ADDITIONS AND AMENDMENTS TO THE RFP

- 8.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

9. REPRESENTATIONS

No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered into between the DBSA and the successful Bidder.

10. CONFIDENTIALITY

- 10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP, or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1 All communications relating to this RFP and the Tendering Process must be directed to the Tender Manager.
- 11.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Tender Manager by e-mail.
- 11.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Tender Manager (provided such communication is in the required format).
- 11.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the DBSA's website without identifying the person or organisation which submitted the question.
- 11.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).
- 11.7 A Bidder may, by notifying the Tender Manager in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

12. UNAUTHORISED COMMUNICATIONS

- 12.1 Communications (including promotional or advertising activities) with staff of the DBSA or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Tender Manager. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, the DBSA to the extent that such communications do not relate to this RFP or the Tendering Process.

- 12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 13.1 Bidders may not seek or obtain the assistance of employees of the DBSA in the preparation of their tender responses.
- 13.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

- 14.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 14.1.1 the preparation or lodgement of their Bid
 - 14.1.2 the evaluation and clarification of their Bid; and
 - 14.1.3 the conduct of negotiations with the DBSA.
- 14.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA or any other Bidder or any other person or organisation.
- 14.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

15. COMPLAINTS ABOUT THE TENDERING PROCESS

- 15.1 Any complaint about the RFP or the Tendering Process must be submitted to the Tender Manager in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Bidder.
- 15.2 The written complaint must set out:
- 15.2.1 the basis for the complaint, specifying the issues involved.
 - 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 15.2.3 any relevant background information; and
 - 15.2.4 the outcome desired by the person or organisation making the complaint.

- 15.3 If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the DBSA, and delivered to the physical address of the DBSA, as notified.

16. CONFLICT OF INTEREST

- 16.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder's interests during the Tender Process.
- 16.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.
- 16.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

17. LATE BIDS

- 17.1 Bids must be loaded on one drive before the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.
- 17.2 Bids loaded after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
- 17.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 17.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid

18. BIDDER'S RESPONSIBILITIES

18.1 Bidders are responsible for:

- 18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;
- 18.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA's requirements for the provision of the Services;
- 18.1.3 ensuring that their Bids are accurate and complete;
- 18.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
- 18.1.5 ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- 18.1.6 submitting all Compulsory Documents.

18.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.

18.3 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

18.4 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.

18.5 Failure to provide the required information may result in disqualification of the Bidder.

19. PREPARATION OF BIDS

19.1 Bidders must ensure that:

- 19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
- 19.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

19.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

- 19.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 19.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.
- 19.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 20.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 20.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

21. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

22. RESPONSIBILITY FOR BIDDING COSTS

- 22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 22.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
 - 22.2.1 the Bidder is not engaged to perform under any contract; or
 - 22.2.2 the DBSA exercises any right under this RFP or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 23.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
- 23.1.1 as required by law;
 - 23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 23.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

24. USE OF BIDS

- 24.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
- 24.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

25. BID ACCEPTANCE

All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

26. EVALUATION PROCESS

- 26.1 The Bids will be evaluated and adjudicated as follows:

26.1.1 First stage – Responsiveness -Compliance Criteria

Only those Bidders which satisfy the compliance criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the compliance criteria will not be evaluated further.

26.1.2 Second stage – Price and Preferential Points

26.1.2.1 Those Bidders which have passed the above stages of the tender process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

26.1.3 Third stage – Risk Analysis

26.1.3.1 Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “**Other Objective Criteria**” in terms of the PPPFA Regulations of 2022, in order to ascertain suitability for award.

The successful Bidder will be the Bidder that scores the highest number of points in the 3rd (third) stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP”

NB: Bidders are required to submit, as Annexure K to their Bids, any documentation which supports the responses provided in respect of the Qualifying Criteria and Functional Criteria below.

27.1 First Stage: Responsiveness

A. TENDERERS WHO DO NOT ADHERE TO THOSE CRITERIA LISTED AS PRE-QUALIFIER, SHALL BE DISQUALIFIED IMMEDIATELY.

Responsiveness Criteria		Criteria
1	Attendance of Compulsory Site Tender Briefing	Pre-Qualifier
2	Completed and signed Declaration of Default and Termination	Pre-Qualifier

3

Tenderer to submit a **detailed Organogram, CVs and proof of qualification for the key Personnel indicated below.**

Pre-Qualifier

Requirements for Key Personnel *(All should possess a Museum Studies and associated field qualification (PHD/Degree). Published and Practical experience essential. CVs must indicate the number of years' experience.*

- ✓ **Lead Curator and Project Director:** PHD in Heritage and Museum Studies and associated fields and 10 years' experience in curatorial, scholarly, public profile and logistical leadership. Published and Practical Experience is essential.
- ✓ **Co-Curator:** Bachelor's degree in Heritage and Museum Studies and associated fields and 5 years' experience in curator, researcher and museum work, including international collaborations
- ✓ **Creative Assistant and Production Lead:** Bachelor's degree in Heritage and Museum Studies & associated fields and 5 years' experience in cultural installations and youth-centred creative work.

All key personnel to have the scholarly and practical experience involving the following skill set:

<u>Scholarly Skills</u>	<u>Practical Skills</u>
Museum and Heritage Theory	Project Management and Budgeting
Indigenous Knowledge Systems	Spatial and Exhibition Design
Archival Research and Interpretation	Graphic and Multimedia Production
Ethics and Cultural Protocols	Installation and Conservation Handling
Community-Based Research Methodologies	Public Programming and Facilitation
Curatorial Writing and Academic Publishing	Fabrication and Technical Implementation
Critical Race and Postcolonial Theory	Stakeholder and Community Engagement
Educational Theory and Pedagogy	Press and Media Relations

B. TENDERERS WHO DO NOT ADHERE TO THE RESPONSE TIME INDICATED FOR CLARIFICATION INQUIRIES BY THE EMPLOYER SHALL BE DEEMED NON-RESPONSIVE AND NOT BE EVALUATED FURTHER

Responsiveness Criteria	Clarification
1 Adherence to the Standard Conditions of Tender as required (No deviations, qualifications & alternatives).	48 hours
2 Returnable Documents completed and signed	48 hours
3 Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: - Bidder must be registered in order to do business with the DBSA.	48 hours
4 A Tax Pin issued by SARS.	48 hours
5 BBBEE Certificate/ Affidavit. (Consortiums, Joint Venture Companies and Partnership must submit a consolidated BBBEE Certificate) Bidder will score 0 points for preference if not	48 hours
6 Public liability insurance for the sum of R1 000 000.00 (One Million Rand) per event without a limit on the number of events.	48 hours
7 Proof of professional indemnity insurance R 1 000 000.00 (Professional Indemnity covering all disciplines must be provided. IF the Service Provider has indemnity - the cover must cover all	48 hours
8 Proof of Letter of Intent for Performance or Construction Guarantee from any South African Banking Institution that amounts to the value of 10% of the Contract Sum. Letter of intent submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).	48 hours

27.3 Second Stage: Price Assessment

27.3.1 Subsequent to the evaluation of Qualifying Criteria and functional criteria, the third stage of evaluation of the Bids will be in respect of price only.

Price points 100

Price points	80
Specific Goals (namely, BBBEE status level of contributor)	20

27.3.2 **Price points**

The following formula will be used to calculate the points for price:

$$P_s = 100(1-(P_t-P_{min})/P_{min})$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

B-BBEE Status Level	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

27.3.3 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1)(f) of the PPPFA).

27.4 Third Stage: Risk Analysis & Other Objective Criteria

a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “Other Objective Criteria” in terms of the PPPFA Regulations of 2022, in order to ascertain suitability for award - we reserve the right to clarify any aspects listed hereunder where applicable.

- i. If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.
- ii. Fully compliant and registered with the National Treasury Central Supplier Database.
- iii. No misrepresentation in the tender information submitted.
- iv. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- v. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
- vi. Convicted by a court of law for fraud and corruption.
- vii. Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
- viii. Any bidder who has had a tender award terminated by the DBSA for non-performance during the 18 months preceding the closing date of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further under this RFP. In addition, any bidder who has received a written notice of non-performance in the 12-month period preceding the award of this RFP, may at the discretion of the DBSA, be excluded from recommendation for further awards until the non-performance, or the circumstance giving rise to the non-performance, has been remedied to the satisfaction of the DBSA.
- ix. Financial health of the bidder may be assessed if deemed necessary, to ensure that the service provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
- x. Unduly high or unduly low Tendered rates in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the DBSA QS estimate will be used as a guide to indicate financial risk (CIDB Inform Practice Note #5).
- xi. PEP Check and Procure Check to be initiated and if negative, may result in exclusion.
- xii. Online verification of the Professional Registration Document will be actioned only to confirm the authenticity of the document.
- xiii. The DBSA reserves the right to request a bidder to provide formal documented evidence within 48hrs (independent from bidder; e.g. employer), to prove authenticity of the documents and its content, failing

which will result in bid being deemed non-responsive. Such evidence must include a contactable reference via email and telephone.

xiv. The DBSA reserves the right to further action an authenticity verification of the documents and content, through contacting the representing employer/s and/or contactable reference.

xv. A check against any other requirement as stipulated in the **Additional Conditions of Tender**.

Use of adherence to the stipulated requirement of **Refer to " Additional Conditions to Tender "**. as Objective Criteria

28 STATUS OF BID

27.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

27.2 A Bid must not be conditional on:

27.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

27.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;

27.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;

27.2.4 the Bidder obtaining the consent or approval of any third party; or

27.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

27.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

27.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

29 CLARIFICATION OF BIDS

29.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought, or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

29.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that the DBSA considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

30 DISCUSSION WITH BIDDERS

- 30.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 30.2 The DBSA is under no obligation to undertake discussions with, and Bidders.
- 30.3 In addition to presentations and discussions, the DBSA may request some or all Bidders to:
 - 30.3.1 conduct a site visit, if applicable;
 - 30.3.2 provide references or additional information;

31 SUCCESSFUL BIDS

- 31.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA for the supply of the Services. No legal relationship will exist between the DBSA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 31.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 31.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

32 NO OBLIGATION TO ENTER INTO CONTRACT

- 32.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of the DBSA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.
- 32.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

33 BIDDER WARRANTIES

- 33.1 By submitting a Bid, a Bidder warrants that:
 - 33.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

- 33.1.2 it did not use the improper assistance of DBSA's employees or information unlawfully obtained from them in compiling its Bid;
- 33.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- 33.1.4 it accepts and will comply with the terms set out in this RFP; and
- 33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34 DBSA'S RIGHTS

- 34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:
 - 34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - 34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
 - 34.1.3 vary or extend any time or date specified in this RFP
 - 34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 34.1.5 require additional information or clarification from any Bidder or any other person;
 - 34.1.6 provide additional information or clarification;
 - 34.1.7 negotiate with any one or more Bidder;
 - 34.1.8 call for new Bid;
 - 34.1.9 reject any Bid received after the Closing Time; or
 - 34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35 GOVERNING LAWS

- 35.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
- 35.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 35.3 All Bids must be completed using the English language and all costing must be in South African Rand.

36 MANDATORY QUESTIONS

- 36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ✓

or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete the Bid may be disqualified.

36.1.1

This Bid is subject to the General Conditions of Contract stipulated in this RFP document.	Accept	Do not accept

36.1.2

The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept

36.1.3

The DBSA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not accept

36.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept

36.1.5

In the case of Consortium, Joint Venture, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept

36.1.6

In the case of Consortium, Joint Venture, all Bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept

36.1.7

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	Accept	Do not accept

36.1.8

Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept

36.1.9

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	Accept	Do not accept

36.1.10

Where applicable, the DBSA reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Accept	Do not accept

36.1.11

The DBSA reserves the right to conduct a preaward survey during the source selection process to evaluate Service Provider capabilities to meet the requirements specified in the RFP and supporting documents.	Accept	Do not accept

36.2

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Accept	Do not accept

36.2.1

The Bidder should not qualify the proposal with own conditions. Caution: If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	Accept	Do not accept

36.2.2

Should the Bidder withdraw the proposal before the proposal validity period expires, the DBSA reserves the right to recover any additional expense incurred by the DBSA having to accept any less favourable proposal or the additional expenditure incurred by the DBSA in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

36.2.3

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not accept

36.2.4

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. The DBSA shall be entitled within 14 (fourteen)	Accept	Do not accept

days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that The DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.		
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36.2.5

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

36.2.6

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by THE DBSA signatory and added to this RFP as an addendum.	Accept	Do not accept

36.2.7

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

36.2.8

Bidders who make use of subcontractors. The proposal shall however be awarded to the Bidder as a primary Service Provider who shall be responsible for the management of the awarded proposal. A Bidder which was awarded the contract after scoring HDI / RDP goals is not allowed	Accept	Do not accept

to subcontract more than 25% of the contract to a non-HDI entity. No separate contract shall be entered into between the DBSA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		
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36.2.9

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept

36.2.10

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

36.2.11

Evaluation of Bids shall be performed by an evaluation panel established by The DBSA. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for BEE (according to the PPPFA) is 20.	Accept	Do not accept

36.2.12

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not accept

36.2.13

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Accept	Do not accept

36.2.14

Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period.	Accept	Do not accept

36.2.15

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period.	Accept	Do not accept

36.2.16

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been affected and the original wording or phrasing shall be used.	Accept	Do not accept

THE ADDITIONAL CONDITIONS OF TENDER ARE:

- i. DBSA reserves the right to award one bidder per RFP in respect of tender RFP 067/2025.
- ii. Should a bidder be recommended for award in respect of either these RFP's, and the bidder has bid for both RFP's, the bidder agrees to withdraw their remaining bid/s if successful in one.
- iii. The offer of award will be informed by the best Value for Money, Risk Allocation and Risk Profile of the bidder.
 - *Value for Money* = Improved total cost.
 - *Risk Allocation* = Considering other awards, including the logistical allocation of other projects.
 - *Risk Profile* = Considering the profiles of entities, such as Procure Check, PEP Checks and Directorship to name a few.
- iv. The DBSA reserves the right to not award any bidder that has a **cumulative** order book totaling to: **R60m- Level 6/ R120m- Level 7/ N/A- Level 8-9** (whichever CIDB classification is applicable to this tender).
- v. The DBSA reserves the right to not award any bidder that has a **total of five (5)** active awards/ orders with an outstanding value. If the outstanding value is 10% or less, indicating the project is nearing completion, or reached practical completion, the DBSA reserves the right to recommend.
- vi. The following will be considered as one award, in the event that a bidder forms part of a Joint Venture/ Consortium: "**point iv**" based on the JV/ Consortium participation percentage and "**point v**" based on an award made to the JV/ Consortium.
- vii. The DBSA reserves the right to disqualify a tenderer with unrealistic price offers, in line with CIDB prescripts (CIDB Inform Practice Note #5).
- viii. The DBSA reserves the right to negotiate to ensure the value for money principle is not compromised.
- ix. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- x. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.

- xi. Tenderer is required to adhere to the Pricing Instructions as detailed, failing which will result in offer being deemed non-compliant. Where noted that a cost item was not priced, clarification will be issued to clarify reason, without allowing any costs to be amended or included.

The below conditions *xii* and *xiii* are **NOT APPLICABLE**.

- xii. Tenderer may not propose any resources that have been allocated on a project that has been awarded by DBSA and is less than 85% complete.
- xiii. The resources tendered will be assessed to verify that they are not offered on another project with less than 85% completion. Should such an occurrence transpire, a clarification will be issued to allow the tenderer to replace the applicable resource/s within 48 hrs, failing which, the bid will be excluded from recommendation.
- xiv. **Additional Conditions of Contract**
- i. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
 - ii. All subcontractors need to be from the Local area of project location, to be sourced through a localised procurement process post award.
 - iii. SMMEs locality must be prioritized from the immediate locality of the project, i.e. ward/village, expanding to the local municipality, to district and then to province.
 - iv. Tenderer to appoint a part-time Construction Health and Safety Officer (SACPCMP CHSO) to ensure daily operations are compliant with the Occupational Health and Safety Act No.85 of 1993 and its Regulations
 - v. Tenderer to appoint a Health and Safety Consultant (SACPCMP CHSM) to monitor OHS compliance and to conduct OHS Compliance audits for the duration of the contract.

Signature(s) of Bidder or assignee(s)

Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Bid?

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

Telephone Number:..... FAX number.....

Cell Number:.....

Email Address.....

PART D: TERMS OF REFERENCE & PROJECT BRIEF

TERMS OF REFERENCE
APPOINTMENT OF AT CURATOR FOR CURATION, RESEARCH, DESIGN, PRODUCTION AND INSTALLATION OF ARTIFACTS AT SOL PLAATJIE MUSEUM, NORTH - WEST

37 PURPOSE

The primary objective is to procure the services of a suitably experienced service provider to execute curation, research, design and installation of artifacts at sol plaatjie museum, northwest. The service provider will report and provide support to the Employer regarding the implementation of the project.

The Service Provider will also be responsible for the Health and Safety compliance, building regulations standards compliance, scheduling and estimation, quality control and assurance, warrantee and guarantees as detailed in the Tender Scope.

37.1 Overview of the works

The employer aims to conduct curation, research, design and installation of artifacts at sol plaatjie museum, northwest

The Works to be carried out by the Service Provider will comprise mainly of the following:

- Site Establishment.
- Concept Development & Preliminary Research.
- Collections and Archival Research
- Curatorial Strategy and Interpretation
- Exhibition Design and Production
- Community Engagement and Consultation
- Installation and Technical Implementation
- Educational and Public Programming
- Marketing, Launch, and Media Relations
- Monitoring, Evaluation, and Legacy Planning

37.2 Site Access

The site location is as indicated in Part 4 of this document. Access to the site is at Tillard Street and Carrington Street. Mahikeng (North West).

Access to private property requires the owners' permission, and the Service Provider must contact relevant parties to ensure that the necessary permission is obtained before any work commences on the various properties. Permission to Occupy forms will be made available to the Service Provider to record owners' approval for access to private property.

The Service Provider shall indemnify the Client and the property owners against any damages or claims arising from the Service Provider or his agents/deliveries using any tracks and rights of way.

The Service Provider shall consider the items mentioned above, as well as other landowners' requirements, and allow for any costs in his tender under the relevant section in the Bill of Quantities.

37.3 Existing services

The following existing services may be encountered within the Property:

- Pipelines, especially when connecting the sewer lines to the existing Sewer System,

- Water pipes,

38 SCOPE OF WORK

The National Department of Tourism objective for the project is to conceptualisation and realisation of a groundbreaking exhibition that embodies excellence in research, curation, design, and delivery

The Works to be carried out by the service provider under this Contract comprise mainly the following

- **Concept Development & Preliminary Research**
 - Define curatorial theme and framework
 - Conduct literature review and heritage mapping
 - Establish community and institutional partnerships
 - Required skills: Scholarly research, heritage studies, IKS frameworks, critical theory, stakeholder engagement
- **Collections and Archival Research**
 - Identify, access, and select artefacts, documents, and oral histories
 - Verify provenance and cultural protocols
 - Required skills: Archival methods, material culture analysis, ethical sourcing, Indigenous epistemologies
- **Curatorial Strategy and Interpretation**
 - Develop the exhibition narrative, spatial logic, and interpretive approach
 - Draft texts, labels, and wall panels
 - Required skills: Curatorial writing, museology, interpretive planning, multilingual and culturally sensitive communication
- **Exhibition Design and Production**
 - Create visual, spatial, and sensory layout plans
 - Collaborate with designers, fabricators, and architects
 - Develop multimedia and interactive components
 - Required skills: Spatial design, architectural planning, visual storytelling, project management
- **Community Engagement and Consultation**
 - Host dialogue sessions with cultural practitioners, elders, and youth
 - Co-create segments of the exhibition with community voices
 - Required skills: Facilitation, oral history collection, ethics of engagement, cross-generational knowledge exchange
- **Installation and Technical Implementation**
 - Fabricate, install, and test all elements
 - Ensure conservation and safety standards are met
 - Required skills: Technical rigging, conservation handling, audiovisual setup, health and safety protocols
- **Educational and Public Programming**
 - Develop workshops, tours, talks, and school materials
 - Train guides and facilitators
 - Required skills: Museum education, pedagogy, curriculum design, multilingual training
- **Marketing, Launch, and Media Relations**
 - Develop branding, press kits, and public campaigns
 - Plan and host opening event
 - Required skills: Public relations, marketing strategy, media production, audience development
- **Monitoring, Evaluation, and Legacy Planning**
 - Collect visitor feedback, assess impact
 - Document processes and archive exhibition digitally
 - Required skills: Impact evaluation, data analysis, archiving, legacy and sustainability planning

The project scope of work entails but not limited to the following:

1. Research, curation, design, and delivery
2. Handover to Client and End User
3. Regulatory Compliance
4. Close-Out of Project

39 DEVELOPMENT FACILITATION

- The Service Provider is expected to engage meaningfully and intensively with stakeholders such as the local community leadership, the DBSA, Local Municipality, Local Community Structures, etc., for the purpose of obtaining buy-in, support, additional relevant documentation, policies, norms and standards, strategic plans, Departmental perspectives, resolution of issues, etc. The development facilitation will entail execution of the charter according to the process set out by DBSA and NDT as identified by the client and will comprise the following:
 - Meeting with the relevant local community, authority and buy-in and ownership.
 - Identification of relevant stakeholders and analysis thereafter.
 - Conduct and record on workshops with identified stakeholders and obtain buy-in.
 - Developing a draft development charter/project charter.
 - Conduct a second round of workshops to ensure that all inputs are included.
 - Presentation of the final development charter.
 - Signing of development charter/project charter.
 - Working with the established project steering committee during implementation of the project.
 - Determine the availability of data, drawings and plans relating to the project by collecting and studying all necessary data (previous planning and implementation work) and information relevant to this study.

40 MANDATORY REQUIREMENTS AND GENERAL SPECIFICATIONS

Considerations of sustainable building practices such as rainwater harvesting, water conservation and reuse need to be considered.

As part of a turnkey solution the Service Provider will gather their own professional teams for the execution of the projects in accordance with the DBSA SCM policies and Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 47452 of Vol. 689 4 November 2022.

The DBSA as an Implementing Agent will do the following for the remaining period of the contract:

- Procure, appoint a Turnkey Service Provider
- Facilitate briefing session
- Evaluate bids and make recommendations,
- Manage and supervise the works by the Turnkey Service Provider during implementation
- Conduct regular meetings with the Turnkey Service Provider
- Report at regular meetings held by NDT
- Conduct site inspections during construction
- Continuous engagement with the relevant stakeholders
- Close the programme

Definition of pricing

- The Bidder / Supplier / Service Provider must quote in full for the design and installation of the artifacts on a turnkey basis.
- The Bidder / Supplier / Service Provider must price for all regulatory cost requirements including registration of project with Department of Labour, Municipalities, Eskom, and others.

Contract management

The bidder must price for all contract management responsibilities, construction health and safety requirements. All costs must be in line with the applicable guidelines of respective Professional Councils at the time of RFP closing, and all personnel appointed must be in possession of active professional registration. For commencement of works, all designs must be signed off by the respective professionals in line with SANS regulations.

Contingency

Allowance of defined percentage as per the activity schedule overall for scope of works (to remain the Client's).

Note: Successful bidder to take note of the following:

- Successful bidder will accept responsibility for design for suitability and fit for purpose;
- All equipment is to be commissioned and fully operational to meet design/operational requirements;
- Downtime of biomethane plant to be kept to a maximum of 5%;
- Prior approval of planned downtime during construction is required;

Recording of weather

The Service Provider shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 1 day after rain that is considered to justify a compensation event occurs, but such signature is not an acknowledgement by the Employer that the event is a compensation event.

Unauthorised persons

The Service Provider shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

Management meetings

A Schedule of meetings will be agreed with the Service Provider.

Daily records

The Service Provider is instructed to keep a set of signed-off daily diaries.

Payment certificates

Monthly valuations of completed work, including materials on site is to be completed and presented to the client representative by no later than the 20th of each month to be assessed for payments. The payment certificate will be issued no later than the 25th of each month (Including Service Provider's tax invoice) to the Project Manager or Supervisor for payment within 30 calendar days. Notwithstanding the above, the Employer may request the Service Providers to submit claims every 2 weeks to foster better cash flow for the Service Provider.

41 CONDITIONS OF BIDDING AND FORMS OF CONTRACT

- The bidder is responsible for all costs associated with the preparation of their bid submission.
- The bidder shall not have any claims for costs reimbursements should their bid not be successful.
- All bids received shall be deemed in whole that they have considered all permutation for delivering the project / product is requested by the employer.
- The bidder must support their bid offer price with a Pricing Schedule priced for all items and complete for ease of evaluation, and work management.
- The bidder's works and specifications shall comply to all Legislations and Regulations associated to the construction industry.
- The employer reserves the rights to renegotiate the prices and conditions offered by the bidder.
- All bids shall be received at the stipulated date and time of bid submission.

- The employer shall provide access to the site earmarked for development.
- The employer shall not pay for any deposit prior to commencement of works by successful bidder.
- All payments for the Service Provider shall be payable as per the conditions of contract or where sectional completion is applicable, the supplier shall submit their claims after approval of works deemed complete by the employer.
- The successful bidder is expected to conclude and sign Service Level Agreement with DBSA with activity schedule prior to commencement of work.
- Should both the bidder and employer not reach agreement with respect to content, context, and legal framework the service level agreement, the employer reserves the right to withdraw the appointment.

OCCUPATIONAL HEALTH AND SAFETY

The Main Service Provider needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993, 24th Edition and the Construction Regulations, 2014
- Appendix E – Baseline Risk Assessment
- DBSA OHS policy and management plan.
- Code of Practice: Managing exposure to SARS-CoV-2 in the workplace
- DBSA Occupational Health and Safety specification;

Services

Before any work commences on site, the Service shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

Payment will not be made for any inconvenience caused to the Service Provider in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.

All known existing services and those services which require relocation and protection, are shown on the services plans. The Service Provider's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed and the Employer will not be liable for any inaccurate information and compensation events with regard to inaccuracies will not be entertained. The Service Provider will therefore be required to proceed with extreme caution in order to avoid damage to existing services and have to verify the correctness of any information supplied. Before commencing any work in the vicinity of services, the Service Provider shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Service Provider shall accurately locate the services by careful hand excavation. Any damages caused by the Service Provider to such service infrastructure will be for the account of the Service Provider and the Service Provider hereby indemnifies the Employer against any claims or damages that the respective service owners may bring against the Employer. Any insurance that the Service Provider put in place in this regard will cover the Employer as a co-insured.

In general, the Project Manager may call upon the Service Provider to re-excavate trenches previously dug and backfilled by others where in the opinion of the Project Manager such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Service Provider of his responsibilities in terms of the works.

Setting Out of Works

Whilst surveys have been carried out of the site, and the designs based on such surveys, it is the responsibility of

the Service Provider to recheck all the benchmarks and protect the benchmarks from damage at the start of the contract. It is the Service Provider responsibility to set out the Works and any discrepancies in the design or setting out shall be identified and brought to the attention of the Project Manager promptly so they can be corrected before any abortive expenditure is incurred.

Location of the works

The Works to be carried are located at the existing **cnr Martin St & Carrington St Mafikeng**, North West.

Temporary works

As the Works are to be constructed within a built-up urban area, the Service Provider will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to local residential buildings and businesses.

DRAWINGS

All the designs are to be supplied by the Service provider

PROCUREMENT

Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

CONSTRUCTION (INSTALLATION AND HANDLING OF ARTIFACTS)

The project involves handling artefacts, oral histories, and Indigenous Knowledge Systems (IKS), necessitating compliance with South Africa's cultural heritage laws to ensure ethical sourcing, cultural sensitivity, and community consent.

- ✓ **National Heritage Resources Act (NHRA) (Act No. 25 of 1999):**
 - Governs the management of heritage resources, including artefacts, documents, and oral histories.
 - Requires permits from the **South African Heritage Resources Agency (SAHRA)** or provincial heritage authorities (e.g., Heritage Western Cape) for the removal, transport, or exhibition of heritage objects (Section 32).
 - Mandates consultation with communities for artefacts or histories tied to cultural or Indigenous significance (Section 35).
 - Requires adherence to conservation standards to protect heritage objects from damage during exhibition (Section 51).
 - Prohibits unauthorized handling of archaeological or paleontological materials, which may apply to artefacts identified in archival research.
- ✓ **Protection of Traditional Knowledge and Cultural Expressions:**
 - The **Intellectual Property Laws Amendment Act (Act No. 28 of 2013)** protects Indigenous knowledge and cultural expressions, requiring consent from relevant communities for the use of IKS in exhibitions.
 - Mandates ethical protocols for collecting oral histories, ensuring informed consent and fair benefit-sharing with communities (e.g., cultural practitioners, elders).
 - Requires culturally sensitive communication, particularly for multilingual texts and labels, to respect diverse cultural identities.
- ✓ **National Archives and Records Service of South Africa Act (Act No. 43 of 1996):**

- Governs access to and use of archival materials held by the National Archives or provincial repositories.
- Requires permission for the reproduction or exhibition of archival documents, ensuring compliance with copyright and access restrictions.
- Mandates proper handling and conservation of archival materials to prevent damage during exhibition.

✓ **Health and Safety Regulations**

The installation and technical implementation phase involves fabrication, rigging, and audiovisual setup, triggering compliance with occupational health and safety laws.

- **Occupational Health and Safety Act (OHSA)** (Act No. 85 of 1993):

- Requires a **health and safety plan** for installation activities, addressing risks such as rigging, electrical setups, and heavy lifting.
- Mandates compliance with construction regulations (if applicable) for temporary structures or exhibition setups, including risk assessments and safety training.
- Requires adherence to standards for handling hazardous materials (e.g., chemicals used in conservation or fabrication).

- **Compensation for Occupational Injuries and Diseases Act (COIDA)** (Act No. 130 of 1993):

- Requires the Service Provider to register with the Compensation Fund and provide proof of good standing to cover workplace injuries during installation.

✓ **Environmental and Sustainability Regulations**

If the exhibition involves fabrication or materials procurement, environmental considerations may apply.

- **National Environmental Management Act (NEMA)** (Act No. 107 of 1998):

- Requires an environmental impact assessment (EIA) if the exhibition setup involves significant construction or environmental disturbance (e.g., outdoor installations).
- Encourages sustainable practices, such as using eco-friendly materials for exhibition displays or digital archiving to reduce paper waste.

✓ **Local Content Requirements** (SBD 6.2):

- For designated sectors (e.g., furniture, textiles, or audiovisual equipment), the **Department of Trade, Industry and Competition (DTIC)** mandates minimum local content thresholds to promote local manufacturing, as per the Preferential Procurement Regulations.

✓ **Data Protection and Privacy**

The project involves collecting visitor feedback, oral histories, and potentially personal data, requiring compliance with data protection laws.

- **Protection of Personal Information Act (POPIA)** (Act No. 4 of 2013):

- Mandates informed consent for collecting personal information (e.g., visitor feedback, community consultation data).
- Requires secure storage and processing of personal data, with measures to prevent unauthorized access.
- Applies to digital archiving of exhibition materials if they include personal or sensitive information.

✓ **Accreditations and Certifications**

While the Scope of Works does not explicitly require specific accreditations, the following certifications and qualifications are relevant to ensure the entity meets the project's scholarly, technical, and ethical standards:

- **B-BBEE Certification:**

- A valid **B-BBEE certificate** or sworn affidavit (for EMEs) is required to claim preference points under the PPPFA. Higher B-BBEE levels (e.g., Level 1–4) enhance competitiveness in public procurement.
- Entities should demonstrate contributions to transformation goals, such as ownership by historically disadvantaged individuals or support for local SMMEs.

- **Professional Accreditations for Heritage and Curatorial Work:**

- **South African Museums Association (SAMA)** membership or accreditation is desirable for entities involved in museology, curation, or heritage management, ensuring adherence to professional standards.

- **International Council of Museums (ICOM)** Code of Ethics certification or training for curators and researchers, particularly for handling artefacts and IKS.
- Qualifications in **heritage studies, museology, or anthropology** (e.g., degrees or certifications from institutions like the University of Cape Town or Wits University) for team members conducting research and curatorial work.
- **Conservation and Archival Standards:**
 - Certification in **conservation handling** from recognized bodies (e.g., SAHRA or international conservation programs) to ensure proper care of artefacts and archival materials.
 - Training in **archival management** (e.g., through the National Archives or LIASA, the Library and Information Association of South Africa) for accessing and handling archival documents.
- **Technical and Safety Certifications:**
 - **Construction Industry Development Board (CIDB)** registration (if construction is involved, e.g., for exhibition structures), ensuring compliance with construction standards.
 - **Occupational Health and Safety (OHS)** certifications for team members involved in installation, such as rigging or electrical setup, to meet OHSA requirements.
 - **South African Bureau of Standards (SABS)** certifications for materials or equipment used in fabrication, ensuring compliance with quality and safety standards (e.g., SANS 10400 for building regulations).
- **Project Management and Design Certifications:**
 - **Project Management Professional (PMP)** or **PRINCE2** certifications for managing the project's timeline, budget, and stakeholder coordination.
 - **Graphic design or multimedia production certifications** (e.g., Adobe Certified Professional) for developing visual and interactive components.
 - **Architectural or spatial design qualifications** (e.g., from the South African Council for the Architectural Profession, SACAP) for layout planning.
- **Community Engagement and IKS Expertise:**
 - Training in **Indigenous Knowledge Systems** or **community-based participatory research** from academic institutions or cultural organizations to ensure ethical engagement.
 - Certification in **facilitation or oral history methodologies** (e.g., through the Oral History Association of South Africa) for community dialogue sessions.
- ✓ **Practical Application to the Project**
- **Concept Development & Preliminary Research**
 - **Regulatory:** Comply with NHRA for heritage mapping and SAHRA permits for accessing heritage resources. Ensure POPIA compliance for stakeholder data.
 - **Accreditations:** SAMA membership or ICOM training for researchers. Academic qualifications in heritage studies or critical theory.
- **Collections and Archival Research**
 - **Regulatory:** Obtain SAHRA permits for artefact handling and National Archives approval for document access. Adhere to IKS protocols under the Intellectual Property Laws Amendment Act.
 - **Accreditations:** Conservation handling certification and archival management training.
- **Curatorial Strategy and Interpretation**
 - **Regulatory:** Ensure culturally sensitive communication complies with IKS protocols and POPIA for any personal data in narratives.
 - **Accreditations:** SAMA or ICOM certification for curatorial writing and museology.
- **Exhibition Design and Production**
 - **Regulatory:** Comply with OHSA for fabrication and installation safety. Meet local content requirements for materials (SBD 6.2).
 - **Accreditations:** CIDB registration for structural work, SABS certification for materials, and design certifications (e.g., SACAP).
- **Community Engagement and Consultation**

- **Regulatory:** Adhere to NHRA and IKS laws for community consent and benefit-sharing. Comply with POPIA for oral history data.
- **Accreditations:** Training in community-based research or oral history methodologies.
- **Installation and Technical Implementation**
 - **Regulatory:** Comply with OHSA and COIDA for workplace safety. Ensure SABS-compliant materials and equipment.
 - **Accreditations:** OHS certifications for rigging and audiovisual setup, CIDB registration if applicable.
- **Educational and Public Programming**
 - **Regulatory:** Ensure POPIA compliance for participant data in workshops or tours.
 - **Accreditations:** Certifications in museum education or pedagogy for developing educational materials.
- **Marketing, Launch, and Media Relations**
 - **Regulatory:** Comply with POPIA for audience data in campaigns. Ensure B-BBEE compliance for marketing subcontractors.
 - **Accreditations:** Public relations or marketing certifications (e.g., PRISA, Public Relations Institute of Southern Africa).
- **Monitoring, Evaluation, and Legacy Planning**
 - **Regulatory:** Adhere to POPIA for visitor feedback data and National Archives standards for digital archiving.
 - **Accreditations:** Training in impact evaluation or data analysis for assessing outcomes.

Certification by recognized bodies

Not Applicable

Plant and materials provided by the employer

Not Applicable

Services and facilities provided by the employer

Not Applicable

Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

MANAGEMENT

SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data

Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the Service Provider is responsible
4.2.1	The responsibility strategy assigned to the Service Provider for the works is A.
4.2.2	The structural engineer is: TBC
4.3.1	The planning, programme and method statements are to comply with the following: 1) Program to be submitted in Microsoft Project format 2) Gantt chart to indicate critical path and progress 3) Gantt chart to be updated before monthly site meeting
4.3.3	The notice period for inspection is 2 Days
4.9.3	The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the Service Provider use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. (Minimum 15 seater) 2) The following facilities will be supplied to the employers representatives: - 15 Hardhats for employers representatives visiting the site - 15 Safety (High visibility) jackets for employer representatives visiting the site - 15 sets of safety Goggles - 15 sets of earplugs (when applicable)
4.14.5	The Service Provider is required to provide latrine and ablution facilities for the exclusive use of the professional team and client
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:

	1) See Bill of Quantities.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: 1) none
4.17.3	Services which are known to exist on the site are: 1) Water network. 2) Electricity reticulation, sub-surface and over head 3) Sewer Network 4) Municipal roads
4.17.4	The requirements for detection apparatus are: 1) Communication with GPDRT officials.

Additional clauses

Site meetings and procedures

The Employer’s Representative and the Service Provider shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Service Provider shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer’s Representative require their attendance at such meetings.

The Service Provider shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : A
- b) electricity : A

Service	Option		
	A	B	C
	Service Provider responsibility	Employer responsibility	
Water	The Service Provider is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Service Provider shall make, and upon completion remove, all the necessary connections to the Employer’s water supply at designated points and make use of water free of charge for construction purposes only.	The Service Provider shall make, and upon completion remove, all the necessary connections and water meters to the Employer’s water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Service Provider is to provide, and remove and make	The Service Provider shall make, and upon completion	The Service Provider shall make, and upon completion

	good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.	remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.
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The following temporary services is the responsibility and will be supplied by the Service Provider:

- Security
- Sewer services in the form of temporary toilets
- Waste disposal facility

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.

Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.
Additional clauses:	
1	Stone pitching and rubble concrete masonry All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand. Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.
2	Manufactured Elements Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.

4.2.1(a)	A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare
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	SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)
Additional clauses	
	The duration of each workshop is not to be less than 2 ½ hours.

Recording of weather

The Service Provider shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer’s representative for his signature no later than 1 day after rain that is considered to justify an extension of time occurs.

Unauthorised persons

The Service Provider shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

Management meetings

A Schedule of meetings will be agreed with the Service Provider.

Daily records

The Service Provider is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG) as provided for in 3 above.

Payment certificates

Payment Certificates will be done aas per the agreement in the Service level agreement. Payments will not be processed unless all the required job creation statistics and all subcontracting supporting information are attached to the claim for payment.

Job statistics/targeted labour

The Service Provider must provide monthly statistics to the DBSA indicating the number of new jobs created through this contract. This statistic **must be provided with each monthly payment certificate** using the electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.

Training of targeted labour (non-accredited training)

- a) The Service Provider shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The Service Provider shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is

- employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- c) The Service Provider shall do nothing to dissuade targeted labour from participating in training programmes.
 - d) Proof of compliance with all the requirements must be provided by the Service Provider to the Employer prior to submission of the final payment certificate.

Employment of local labour

- a) It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Service Provider shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.
- b) The Service Provider shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations there from shall be subject to the prior approval of the Project Manager, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **RFP067/2025: Appointment of curator for curation, research, design and installation of artifacts at Sol Plaatjie Museum, North West**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES (FIRST FORECAST), INCLUSIVE OF VALUE ADDED TAX IS

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the amount due inclusive of VAT is ¹	R
(in words)	

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

For the tenderer

Name of Tenderer

Address of Tenderer)

Name of witness

Signature of witness Date

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the security in terms of the Terms outlined in the Service Level Agreement within the period stated in the contract Data or within the period stipulated in the conditional Letter of Acceptance, whichever date is the earliest, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect, if not supplied earlier in accordance with the conditional Letter of Acceptance. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement, unless stated differently in the contract conditions, comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer within five days of the date of such receipt notified the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract within parties.

Signature

Name

Capacity

for the

Employer

Development Bank of Southern Africa Limited

1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness

Signature of witness Date

ANNEXURE A – PRICE PROPOSAL

C2.2 ACTIVITY SCHEDULE

Use this page as a Tender Schedule by the employer to the Service Provider's activity schedule.

Ref.	Activity Description	Amount
	SECTION 1: PROFESSIONAL SERVICES	
A1	1. PROFESSIONAL SERVICES (% of estimated cost)	
1	1.1. Concept Development & Preliminary Research - Define curatorial theme and framework - Conduct literature review and heritage mapping - Establish community and institutional partnerships Required skills: Scholarly research, heritage studies, IKS frameworks, critical theory, stakeholder engagement	
2	1.2. Collections and Archival Research - Inventory Review - Review inventory of all artifacts - Ensure all items are counted for and in good condition - Identify, access, and select artefacts, documents, and oral histories - Verify provenance and cultural protocols Required skills: Archival methods, material culture analysis, ethical sourcing, Indigenous epistemologies	
3	1.3. Curatorial Strategy and Interpretation - Develop the exhibition narrative, spatial logic, and interpretive approach - Draft texts, labels, and wall panels Required skills: Curatorial writing, museology, interpretive planning, multilingual and culturally sensitive communication	
4	1.4. Exhibition Design and Production - Thematic organisation per room - Themes: Each gallery had a theme. - Create visual, spatial, and sensory layout plans - Collaborate with designers, fabricators, and architects - Develop multimedia and interactive components Required skills: Exhibition designer, Spatial design, architectural planning, visual storytelling, project management	
5	1.5. Installation and Technical Implementation - Fabricate, install, and test all elements - Ensure conservation and safety standards are met Required skills: Technical rigging, conservation handling, audiovisual setup, health and safety protocols.	<i>To be priced under SECTION 02</i>
6	1.6. Educational and Public Programming - Compile a Booklet per exhibition themes (Interpretation of the exhibition) - Introduce guides to the site	
7	2.7. Monitoring, Evaluation, and Legacy Planning - Collect visitor feedback, assess impact - Tablet for visitor feedback - Document processes and archive exhibition digitally	

	Required skills: Impact evaluation, data analysis, archiving, legacy and sustainability planning	
	SUB-TOTAL of ACTIVITY SCHEDULE A2 - CARRIED OVER TO FINAL SUMMARY	
B	SECTION 2 – BUILDING WORKS (INSTALLATION & PRODUCTION)	
B1	1. PRELIMINARY AND GENERAL	
B1.1	Site establishment	
B1.2	Site de-establishment	
B1.3	Temporary works & plant	
B1.4	Security of the works	
B1.5	Insurance & guarantees	
B1.6	Contractor's representatives	
B1.7	Compliance with Health, Safety & Occupational requirements	
B2	INSTALLATION & EXHIBITION OF ARTIFACTS AT SOL PLAATJIE MUSEUM WITH A TOTAL OF 07 EXHIBITION ROOMS AND ARCHIVE 01. <i>the floor plan of the museum is attached for easy reference of all the rooms</i>	
Ref.	Activity Description	Amount(R)
B2.1	Design and installation of artifacts at Exhibition 01. <i>(Refer to the attached floor plan)</i>	
B2.2	Design and installation of artifacts at Exhibition 02 <i>(Refer to the attached floor plan)</i>	
B2.3	Design and installation of artifacts at Exhibition 03 <i>(Refer to the attached floor plan)</i>	
B2.4	Design and installation of artifacts at Exhibition 04 <i>(Refer to the attached floor plan)</i>	
B2.5	Design and installation of artifacts at Exhibition 05 <i>(Refer to the attached floor plan)</i>	
B2.6	Design and installation of artifacts at Exhibition 06 <i>(Refer to the attached floor plan)</i>	
B2.7	Design and installation of artifacts at Exhibition 07 <i>(Refer to the attached floor plan)</i>	
B2.8	Storing of Artifacts and planning of Archive 01 <i>(Refer to the attached floor plan)</i>	
	SUB-TOTAL of ACTIVITY SCHEDULE B - CARRIED OVER TO FINAL SUMMARY	

FINAL SUMMARY OF THE ACTIVITY SCHEDULE		
ITEM NO	DESCRIPTION	AMOUNT (R)
A	SECTION 1 – PRELIMINARIES & PROFESSIONAL SERVICES (Total for Activity Schedule A)	
B	SECTION 2 – BUILDING WORKS (INSTALLATION & PRODUCTION) (Totals for Activity Schedules B)	
	SUB – TOTAL OF SECTION 1 AND 2	
	ADD Contingencies @ 10%	
	ADD VAT @ 15%	
	THE GRAND TOTAL OF THE ACTIVITY SCHEDULE (To be carried over to the Form of Offer page)	
Rand		(in words)

I, _____ of _____,
(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.3 and warrant that the documents submitted are true and accurate.

(Signature)(Date)

NB: The *Pricing Schedule* as provided, must be used and submitted as part of the price offer and **may not be amended or reproduced in any manner. Actioning of such by the bidder, may result in disqualification.**

ANNEXURE B

CV/s and qualifications of each proposed individual/s and the role that they will play in the services.

This document(s) is to be prepared and submitted by the bidders as Annexure B to their Bid.

ANNEXURE C

TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.

1. The valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the invalidation/ disqualification of the tender submission as per stipulated Responsiveness Evaluation.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process to be awarded a contract in terms of this tender.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on the main Joint Venture Partners status. However, the Tax Compliance status documentation of all the Joint Venture Partners is to be appended to this page. Any tax noncompliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

I, _____ of _____,
(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

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 interest² 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 institution	State

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

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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 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.

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.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 ~~_____ This Standard Bidding Document must form part of all bids invited.~~
- 2 ~~_____ It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.~~
- 3 ~~_____ The bid of any bidder may be disregarded if that bidder, or any of its directors have-~~
- ~~a. abused the institution's supply chain management system;~~
- ~~b. committed fraud or any other improper conduct in relation to such system; or~~
- ~~c. failed to perform on any previous contract.~~
- 4 ~~_____ In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.~~

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

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

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~~ _____

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 per se prohibition meaning that it cannot be justified under any grounds.~~
- ~~3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:~~
- ~~a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.~~
 - ~~b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.~~
- ~~4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.~~
- ~~5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD-9) must be completed and submitted with the bid:~~

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder. 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.

SBD-9

6. ~~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.~~

7. ~~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.~~

8. ~~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.~~

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.~~

~~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.~~

.....
SignatureDate

.....
Position Name of Bidder

ANNEXURE F

Certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

ANNEXURE G

certified copies of the latest share certificates of all relevant companies

ANNEXURE H

Supporting documents to their responses to the Qualifying Criteria

ANNEXURE I

[General Conditions of Contract]

PLEASE NOTE THAT ALL BIDDERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL BIDDERS MUST ENSURE THAT THEY ARE WELL ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Bidders are required to confirm (*Tick applicable box*) below:

Item	YES	NO
Is the Bidder familiar with the General Conditions of Contract prescribed by the National Treasury?		

ANNEXURE J

CSD Registration Summary Report

REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD) SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON EACH BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF REGISTRATION ON THE CSD SITE IN THE FORM OF A REPORT AS PRESCRIBED IN THIS ANNEXURE.

ANNEXURE M

RECORD OF ADDENDA TO TENDER DOCUMENT

I/We confirm that the following communications amending the Tender documents, received from the Employer or his representative before the closing date of submission of this Tender offer, have been considered in this Tender offer.

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I, _____ of _____,

(Authorised Signatory)

(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

ANNEXURE N

DECLARATION OF DEFAULT AND TERMINATION

It is a condition of this tender that bidders declare all project, default and/ or terminations in full with the DBSA within the last 5 years.

This declaration MUST be signed, whether any declaration is applicable or not.

If no declaration is applicable, tenderers MUST either strikethrough or indicate Not Applicable.

The DBSA will disqualify the tenderers bid, should this declaration prove to be false.

NAME OF PUBLIC ENTITY	PROJECT DESCRIPTION & VALUE	DATE OF AWARD	DOCUMENTED DEFAULT AND/ OR TERMINATION

--	--	--	--

❖ Bidders may recreate the above table and submit if insufficient space is available
(This Declaration must however be signed in full).

I, _____ of _____,
(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and confirm that the information provided is accurate and complete.

(Signature)

(Date)

ANNEXURE O

SERVICE PROVIDER CODE OF CONDUCT

DBSA aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with DBSA must understand and support. These are:

- The DBSA Procurement Policy – A guide for Tenderers;
- Section 217 of the Constitution of the Republic of South Africa, 1996 - the five pillars of Public Procurement and Supply Chain Management: fair, equitable, transparent, competitive, and cost effective;
- The Public Finance Management Act, Act 1 of 1999 (PFMA);
- The Broad Based Black Economic Empowerment Act, Act 53 of 2003 (B-BBEE);
- The Companies Act, Act 71 of 2008;
- The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000;
- The Construction Industry Development Board Act, Act 38 of 2000 (CIDB Act);
- The Preferential Procurement Policy Framework Act, Act 5 of 2000; and
- The Protection of Personal Information Act 4 of 2013 ("POPIA"), regulates the processing, management, storage, and protection of personal information in order to protect an individual's right to privacy. Please refer to the DBSA website for the Privacy Statement (Contractors, Consultants and Service Providers).

The Privacy Statement sets out:

- Information which we may collect from you.
- How we collect information.
- How we may use, transfer and disclose your information.

The DBSA takes your privacy and the protection of your personal information very seriously, and we will only use your personal information in accordance with the Privacy Statement and applicable laws. We have implemented reasonable technical and operational measures to keep your personal information secure. It is important that you read the Privacy Statement carefully before submitting any personal information to the DBSA.

By submitting any personal information or documentation requested or any other information that may be requested pursuant to this RFP, you provide consent to the processing of your personal information as set out in the Privacy Statement. You also consent that any information, either written or verbal, may be made available to third parties strictly for the purpose of oversight to this tenders' appointment. Further, you declare that you have obtained all consents required by the POPIA or any other applicable laws.

Thus, you hereby indemnify and hold the DBSA harmless from any loss, damages or injury that you may incur as a result of any unintentional disclosures of your personal information to unauthorized persons or the provision of incorrect or incomplete personal information to the DBSA.

This code of conduct has been included in this contract to formally appraise DBSA Service providers of DBSA's expectations regarding behaviour and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tender and ensure adherence to it by the subcontractor(s).

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

DBSA's aim is to become a world class, profitable and sustainable organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. DBSA will not participate in corrupt practices in any form or guise. Therefore, it expects its service providers to act in the same manner.

- DBSA and its employees will adhere the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our service providers.
- DBSA Employees must not accept or request, agree or promise to accept, money, or anything of value, or any form of gratification, either directly or indirectly, from service providers or anyone linked to them in return for a benefit or other advantage to accrue to a service provider or other linked 3rd party;
- Employees may not receive anything that is intended to:
 - In an irregular or untoward manner, influence their judgement or conduct to ensure a specific or pre-conceived desired outcome of a sourcing activity;
 - In an irregular or untoward manner, win or retain business or influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a service provider is confronted with fraudulent or corrupt behaviour of DBSA employees. We expect our Service providers to use our "Tip-offs Anonymous" Hot line to report these acts – 0800 204 933 or email dbsa@tip-offs.com.

2. DBSA is firmly committed to the concept of free and competitive enterprise.

- Service providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- DBSA does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. DBSA's relationship with service providers requires us to clearly define requirements, to exchange information and share mutual benefits.

- Generally, service providers have their own business standards and regulations. Although DBSA cannot control the actions of our service providers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion in whatever form that is intended to influence procurement decisions;

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation, or other aggressive actions towards DBSA employees.
- Service providers will be evaluated and approved before any materials, components, products, or services are purchased from them. A rigorous due diligence is conducted, and the service provider is expected to participate in an honest and straight forward manner.
- Service providers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

4. Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of DBSA.

- Doing business with family members or close associates.
- Having a financial or beneficial interest in another company in our industry or environment

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then DBSA reserves its right to review doing business with these service providers.

I, _____ of _____,
(Authorised Signatory)(Company Name)

hereby acknowledge having read, understood, and agree to the terms and conditions set out in the “DBSA Service Provider Code of Conduct.”

(Signature)

(Date)

ANNEXURE P

RFP DECLARATION FORM

We do hereby certify that:

1. DBSA has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from DBSA sources, other than information formally received from the designated DBSA contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by DBSA in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the DBSA as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with DBSA:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with DBSA]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and DBSA (other than any existing and appropriate business relationship with DBSA) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify DBSA immediately in writing of such circumstances.

I, _____ of _____,
(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

ANNXURE Q

ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: Particulars of companies and close corporations

Company registration number Close corporation
number reference number
.....

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder, or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary.

Section 7: Record of spouses, children, and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child, or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004;
- iii) confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked, or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, _____ of _____,

(Authorised Signatory)(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

ANNEXURE R

CERTIFICATE OF ACQUINTANCE WITH TENDER DOCUMENT

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by DBSA for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that DBSA shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities, or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer.
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services 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 Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention not winning the Tender.

7. 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 Services to which this RFP relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders 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 South African Police Services, or National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, _____ of _____,
(Authorised Signatory)(Company Name)

hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable

(Signature)

(Date)

ANNEXURE S
WORKMEN'S COMPENSATION REGISTRATION (COIDA)

IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL TENDERER MUST HAVE A VALID AND COMPLIANT COIDA PRIOR TO CONDITIONAL APPOINTMENT.

Attach hereto copy of:

- i. Proof of **Workmen's Compensation Registration**;
- ii. Note that proof of **payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993**) is not an acceptable form of proof for COIDA registration.

Utilisation thereof forms part of the Risk Analysis and Other Objective Criteria (if applicable). Therefore applicable bidders will be required to provide such within 48 hours of request.

Non-submission hereof will deem your tender non-responsive at ***Risk Analysis and Other Objective Criteria***

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

~~ANNEXURE TUNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE (ACT 4 OF 2004)~~

~~IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL TENDERER MUST HAVE A VALID UIF REGISTRATION CERTIFICATE PRIOR TO CONDITIONAL APPOINTMENT.~~

~~Attach hereto copy of:~~

- i. ~~Proof of Tenderer's **Unemployment Insurance Fund (UIF) Registration Certificate**; or~~

~~If the above documentation is not included in the tender submission, the tenderer will not be disqualified.~~

~~Utilisation thereof forms part of the Risk Analysis and Other Objective Criteria (if applicable).~~

~~Therefore, applicable bidders will be required to provide such within 48 hours of request.~~

~~Non-submission hereof will deem your tender non-responsive at **Risk Analysis and Other Objective Criteria**~~

I, _____ of _____,

~~(Authorised Signatory)(Company Name)~~

~~Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.~~

~~(Signature)~~

~~(Date)~~

ANNEXURE U

FINANCIAL STANDING/BANK RATING

~~Two (2) Full Years Audited Financial Statements or Two (2) Full Years Financial Statements signed off by an Accountant, will be evaluated on, but not limited to the following ratios: Current Ratio, Return on Assets, Current Ratio, Accounts Receivable, Operating Cash Flow, Liquidity.~~

~~Such Financial Statements must be from the most recent period and provide a full three (3) year view of operations.~~

~~Management Reports are not accepted, nor partial Financial Statements.~~

~~The Tenderer shall make enquiries to obtain a Bank Rating from their bank if asked upon either in the tender criteria, or in addition as part of the Risk Analysis. The Tenderer is to provide the following details of his banker and bank account that he intends to use for the project:~~

~~The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.~~

- ~~• Additionally, refer to Volume 1, Tender Data, and Clause C3.11.3 for functional evaluation criteria if applicable.~~

I, _____ of _____,
(Authorised Signatory)(Company Name)

~~Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.~~

(Signature) _____ (Date)