ROBBEN ISLAND MUSEUM

RIM EXE 01-2019/2020

ROBBEN ISLAND MUSEUM INVITES ALL INTERESTED PROSPECTIVE QUALIFIED SERVICE PROVIDERS TO SUBMIT PROPOSALS TO BE LISTED ON A PANEL OF SERVICE PROVIDERS FOR THE RENDERING OF LEGAL SERVICES ON ROBBEN ISLAND MUSEUM FOR A PERIOD OF SIXTY (60) MONTHS.

Ms. PN Madikane

Unit Manager: Supply Chain Management

6 March 2020

Signature: [Signature]
INFORMATION ON COMPULSORY BRIEFING SESSION

Please note that Briefing Session and Site Visit is NON-COMPULSORY

Non-Compulsory Briefing Session and Site Visit will be held as follows:

Date:     Friday, 20 March 2020
Time:     11h00am
Venue:    Robben Island Museum
          V&A Waterfront, Nelson Mandela Gateway Building, Auditorium
          Cape Town
          South Africa
CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below, the documents and schedules that form part of your response.
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that bidder may be disqualified on the basis of non-compliance/ non-responsiveness.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

THE BID / REQUEST FOR QUOTATION RETURNABLE SCHEDULE OR DOCUMENT

- Checklist of Compulsory Returnable Schedules and Documents
- Instruction to BIDDERS (signed)
- Proposal Document
- SBD 1: Invitation to Bid (completed & signed)
- SBD 2: Tax Clearance Status (registered on the Central Supplier Database)
- SBD 3.3 Pricing Schedule (completed & signed)
- SBD 4: Declaration of Interest (completed & signed)
- SBD 6.1: Preference Claim Forms in terms of Preferential Procurement Regulations AND accredited and Valid B BBEE certificate. SBD 6.1 must be completed when claiming for B BBEE points. (completed & signed)
- SBD 8: Declaration of Bidder’s Past Supply Chain Practices (completed & signed)
- SBD 9: Certificate of Independent Bid Determination (completed &signed)
- Terms of reference (Specification)
- General Conditions of Contract

RIM EXE 01-2019/ 2020 CHECK LIST
INSTRUCTION TO TENDERERS

RIM EXE 01-2019/2020

ROBBEN ISLAND MUSEUM INVITES ALL INTERESTED PROSPECTIVE QUALIFIED SERVICE PROVIDERS TO SUBMIT PROPOSALS TO BE LISTED ON A PANEL OF SERVICE PROVIDERS FOR THE RENDERING OF LEGAL SERVICES ON ROBBEN ISLAND MUSEUM FOR A PERIOD OF SIXTY (60) MONTHS.

1. INTRODUCTION
1.1 Robben Island Museum (RIM) invites all interested prospective qualified service providers to submit proposal to be listed on a panel of service providers for the rendering of legal services on Robben Island Museum for period of sixty (60) months.

2. ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH, THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.
2.1 This tender consists of these Instructions, the invitation to submit proposal/s to be listed on a panel of service providers for the rendering of legal services on Robben Island Museum for period of sixty (60) months.
2.2 Bidders are required to submit their tenders in a sealed envelope in which they have duly:
   (a) Completed all forms; and
   (b) Included all other necessary and/or desirable documents in support of their bids.
2.3 The complete tender document should be returned in its entirety, with each page initialled by the authorised signatory and a witness.
2.4 Any portion of the tender document not completed maybe interpreted as “not applicable” where appropriate.
2.5 Tenders must be properly received and deposited in the tender box on or before the closing date 3 April 2020 and before the closing time of 11H00 am at Robben Island Museum, Nelson Mandela Gateway Building, V & A Waterfront, Cape Town.
2.6 RIM reserves:
   (a) The right to accept the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered);
   (b) The right not to accept the lowest or any tender;
3. RIM shall not consider tenders, which are received after the closing date and time for such a tender.

4. RIM will not be held responsible for any expenses incurred by bidders in preparing and submitting tenders.

5. RIM may, after the closing date, request additional information or clarification of bidders in writing.

7. A bidder may request in writing and, after the closing date, that his/her tender be withdrawn and which withdrawal will be permitted or refused in the sole discretion of RIM after consideration of the reasons for the withdrawal, which shall be set out by the bidder in the written request for withdrawal.

8. RIM’s representative for the purpose of this tender shall be:
   (a) Ms. Carly Bongers at telephone 021 413 4204 in respect of matters relating to the Terms of Reference; and
   (b) Enquiries pertaining to the completion of the tender documents can be addressed to Ms. P. Madikane at telephone (021) 413- 4265/14.

9. Joint Ventures/ Consortiums

9.1 In the case of Joint Ventures/Consortiums, a copy of the Joint Venture agreement must be submitted with the tender document.

10. Validity Period

10.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by RIM for a period of ninety (90) days from the closing date.

11. Bidders must be registered on the Central Supplier Database (CSD).

11.1 RIM shall reject a bid from an entity whose tax matters have not been declared by the South African Revenue Service (SARS) to be in order.

11.2 If bidders are not registered yet on the CSD, they must follow the following link https://secure.csd.gov.za/Account/Register in order to register.

11.3 It is the responsibility of the successful bidder/s to ensure that that the tax matters with SARS are in order.

11.4 Each party to a joint venture / consortium / partnership must comply with all of the above.
12. B-BBEE
12.1 Each bidder must submit a certificate issued by an accredited B-BBEE verification agency or an affidavit, indicating its B-BBEE rating in terms of the relevant B-BBEE scorecard.
12.2 For Consortiums / Joint Ventures / or Sub-contracting arrangements, the bidder must also submit a combined B-BBEE certificate issued by an accredited B-BBEE verification agency.

13. Due Diligence of bidder
13.1 RIM reserves the right to conduct a due diligence investigation prior to the final award of the contract or at any time during the contract.

14. Inducements, rewards, gifts and other abuses of the Supply Chain Management System is prohibited, and:

(a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly, through a representative or intermediary promise, offer or grant;
   (i) Any inducement or reward to RIM for or in connection with the award of a contract; or
   (ii) Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy;
(b) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly
   (i) influence or interfere with the work of any RIM official(s) involved in the tender process in order to inter alia:
   (ii) influence the process and/or outcome of a bid;
   (iii) incite breach of confidentiality and/or the offering of bribes;
   (iv) cause over and under invoicing;
   (v) influence the choice of procurement method or technical standards; and
   (vi) influence any RIM official(s) in any way which may secure an unfair advantage during or at any stage of the procurement process.
(d) Abuse of the RIM's supply chain management system is not permitted and may result in the tender being rejected, the cancellation of the contract, the
“blacklisting” of the bidder by RIM against participation in any future bid processes and any other remedy permitted in law.

15. Declarations and authorisation
15.1 Bidder are required to complete all declarations and authorisations in the schedules attached hereto, failing which the tender may be disqualified.

16. Alternative offers
16.1 Alternative offers may be considered, provided that an offer free of qualifications and strictly in accordance with the bid documents is also submitted. RIM shall not be bound to consider alternative tenders.

EVALUATION CRITERIA

1. Invalid Tenders
1.1 Tenders shall be endorsed and may be recorded as potentially invalid in the tender opening record by the RIM responsible official in the following instances:
   (I) if the tender is not sealed;
   (II) if the tender is not completed in non-erasable ink;

2. Non-Responsive Tenders
2.1 Valid tenders will be declared non-responsive and eliminated from further evaluation if:
   (a) The bidder has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury’s database as a person prohibited from doing business with the public sector;
   (b) The bidder has failed to complete and/or sign the required declarations and/or authorisations; and

3. Disqualified Tenders
3.1 The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:
   (a) Comply with one or more of the provisions contained in the Instruction to bidders;
   (b) Comply with any other terms and conditions of the tender documentation after being called upon to do so;

4. Directions and Closing Date for Submission of Bids
4.1 Directions: Cape Town, Waterfront: Nelson Mandela Gateway building next to Clock Tower building.

4.2 CLOSING DATE FOR SUBMISSION OF BIDS: 3 April 2020 AT 11H00 AM.
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROBBEN ISLAND MUSEUM

BID NUMBER: RIM EXE 01-2019/2020 CLOSING DATE: 3 April 2020 CLOSING TIME: 11:00am

ROBBEN ISLAND MUSEUM INVITES ALL INTERESTED PROSPECTIVE QUALIFIED SERVICE PROVIDERS TO SUBMIT PROPOSALS TO BE LISTED ON A PANEL OF SERVICE PROVIDERS FOR THE RENDERING OF LEGAL SERVICES ON

DESCRIPTION

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS)

Robben Island Museum, Nelson Mandela Gateway

Tender Box

V & A Waterfront

Cape Town, 8002

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

PHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:  OR CSD No:

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE
[TICK APPLICABLE BOX]

☐ Yes B-BBEE STATUS LEVEL SWORN AFFIDAVIT

☐ No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)

☐ A REGISTERED AUDITOR

[ A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE ]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No

[ IF YES ENCLOSE PROOF ]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No

[ IF YES ANSWER PART B:3 BELOW ]

SIGNATURE OF BIDDER

.......................................................... DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

TOTAL NUMBER OF ITEMS OFFERED

DIRECTED TO:

BIDDING PROCEDURE ENQUIRIES MAY BE TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT / PUBLIC ENTITY

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

Robben Island Museum

Ms. Carty Bongers

021 413 4265

Carlyb@Robben-island.org.za

PatM@Robben-island.org.za

TOTAL BID PRICE (ALL INCLUSIVE)

CONTACT PERSON

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS
**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

1. **BID SUBMISSION:**

   1.1. *BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.*

   1.2. *ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—NOT TO BE RE-TYPED OR ONLINE*

   1.3. *BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.*

   1.4. *WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.*

   1.5. *THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. **TAX COMPLIANCE REQUIREMENTS**

   2.1 *BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.*

   2.2 *BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.*

   2.3 *APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.*

   2.4 *BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.*

   2.5 *IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.*

   2.6 *WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.*

3. **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

   3.1. *IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?* □ YES □ NO

   3.2. *DOES THE BIDDER HAVE A BRANCH IN THE RSA?* □ YES □ NO

   3.3. *DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?* □ YES □ NO

   3.4. *DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?* □ YES □ NO

   If the answer is "NO" to all of the above, then, it is not a requirement to obtain a Tax Compliance Status / Tax Compliance System PIN code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
PRICING SCHEDULE

NAME OF BIDDER: .......................................................... BID NO.: RIM EXE 01-2019/2020
CLOSING TIME 11:00 CLOSING DATE: 3 April 2020

ROBBEN ISLAND MUSEUM INVITES ALL INTERESTED PROSPECTIVE QUALIFIED SERVICE PROVIDERS TO SUBMIT PROPOSALS TO BE LISTED ON A PANEL OF SERVICE PROVIDERS FOR THE RENDERING OF LEGAL SERVICES ON ROBBEN ISLAND MUSEUM FOR A PERIOD OF SIXTY (60) MONTHS.

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

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

1.1 The proposal should include a pricing schedule which clearly sets out the cost of providing the services together with any other charges. Other charges should be explained.

1.2 Prices quoted must be valid for at least 90 (ninety) days from the closing of the tender.

1.3 The proposal must indicate total costs including VAT in Rands.

1.4 Only fixed prices will be accepted.

1.5 All assumption made in drawing up the proposal, including factors such as travelling, must be detailed.

1.6 The proposal must indicate total costs including VAT in rands. The total costs must include any annual price escalation, where applicable.

1.7 The service providers are required to provide an hourly rate per resources; indicating increases in rates over the next 60-month (5 year) period; by completing the table below

<table>
<thead>
<tr>
<th>Resource</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Partner</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Junior Partner;</td>
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<tr>
<td>Senior Associate;</td>
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<tr>
<td>Associate</td>
<td></td>
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<tr>
<td>Candidate attorney</td>
<td></td>
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</tr>
</tbody>
</table>

Any enquiries regarding bidding procedures may be directed to the –

Ms. P Madikane
SUPPLY CHAIN MANAGEMENT UNIT
ROBBEN ISLAND MUSEUM
Suite 204, Level 2
Clock Tower Building
V & A Waterfront
Cape Town
Tel: 021 413 4265/14
Email: pam@robben-island.org.za
Or for technical information –

Ms. C. Bongers
Tel: 021 413 4204
Email: carlyb@robben-island.org.za
DECLARATION OF INTEREST (SBD 4)

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

- The Bidder is employed by the State; and/or
- The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

- Full Name of Bidder or his/her representative
- Identity Number:
- Position occupied in the Company (director, trustee, shareholder, member):
- Registration number of company, enterprise, close corporation, partnership agreement or trust:
- Tax Reference Number:
- VAT Registration Number:
- The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

<table>
<thead>
<tr>
<th>Schedule attached with the above details for all directors/members/shareholders</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

- Are you or any person connected with the Bidder presently employed by the State? If so, furnish the following particulars in an attached schedule:

<table>
<thead>
<tr>
<th>Name of person/director/trustee/shareholder/member:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of state institution at which you or the person connected to the Bidder is employed</td>
<td></td>
</tr>
<tr>
<td>Position occupied in the state institution</td>
<td></td>
</tr>
<tr>
<td>Any other particulars:</td>
<td></td>
</tr>
</tbody>
</table>

- If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? If Yes, did you attach proof of such authority to the Bid document? If No, furnish reasons for non-submission of such proof as an attached schedule (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)

- Did you or your spouse or any of the company’s directors/trustees/shareholders/members or their spouses conduct business with the State in the previous twelve months?

<table>
<thead>
<tr>
<th>Did you or your spouse or any of the company’s directors/trustees/shareholders/members or their spouses conduct business with the State in the previous twelve months?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td><strong>Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?</strong> If so, furnish particulars as an attached schedule.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid?</strong> If so, furnish particulars as an attached schedule:</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?</strong> If so, furnish particulars as an attached schedule:</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
SBD 6.1

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

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


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th>POINTS</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>PRICE</td>
<td></td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td></td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS
(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) "prices" includes all applicable taxes less all unconditional discounts;

(h) "proof of B-BBEE status level of contributor" means:
   (i) B-BBEE Status level certificate issued by an authorized body or person;
   (j) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   (k) Any other requirement prescribed in terms of the B-BBEE Act;

(l)

(m) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(n) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

\[
P_{80} = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

\[
P_{90} = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

\[P_s = \text{Points scored for price of bid under consideration} \]
\[P_t = \text{Price of bid under consideration} \]
\[P_{\text{min}} = \text{Price of lowest acceptable bid} \]

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
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<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. **BID DECLARATION**

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

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

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

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

7. **SUB-CONTRACTING**

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

*(Tick applicable box)*

| YES | NO |

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.................................%

ii) The name of the sub-contractor........................................................................

iii) The B-BBEE status level of the sub-contractor..................................................

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

| YES | NO |

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

Designated Group: An EME or QSE which is at last 51% owned by:

<table>
<thead>
<tr>
<th></th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OR

Any EME
8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number: ............................................................

8.3 Company registration number: ......................................................

8.4 TYPE OF COMPANY/ FIRM

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

[CHECK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[CHECK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

<table>
<thead>
<tr>
<th>WITNESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. .................</td>
</tr>
<tr>
<td>2. .................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE: ..........................</td>
</tr>
</tbody>
</table>
| ADDRESS ..........................
| .................................. |
| .................................. |
DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD 8)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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? If Yes, furnish particulars as an attached schedule:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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)? If Yes, furnish particulars as an attached schedule:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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? If Yes, furnish particulars as an attached schedule:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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? If Yes, furnish particulars as an attached schedule:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Database of Restricted Suppliers and Register for Tender Defaulters 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by Robben Island Museum, do hereby make the following statements that I certify to be true and complete in every respect:

<table>
<thead>
<tr>
<th>Statement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have read and I understand the contents of this Certificate;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, 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 consortium will not be construed as collusive bidding.
In particular, without limiting the generality of paragraphs 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.

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.

The terms of this 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.

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.

Footnote: 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.

STANDARD BIDDING DOCUMENTS DECLARATION

The following documents are deemed to form and be read and construed as part of this agreement even where integrated in this document:

<table>
<thead>
<tr>
<th>Declaration of Interest (SBD4)</th>
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</table>

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1)
Where a valid BBBEE Certificate is not on file with ASSAf, please attach

| Declaration certificate for Local Production and Content for Designated Sectors (SBD6.2) |
| Declaration of Bidder’s past SCM practices (SBD8); |
| Certificate of Independent Bid Determination (SBD9); |
| General Conditions of Contract |

The obligation to complete, duly sign and submit these declarations included in this SBD declaration pack cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the legal entity.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other procurement.

I certify that the information furnished in these declarations (SBD4, SBD5 where applicable, SBD6.1, SBD6.2 where applicable, SBD8, SBD9) is correct and I accept that ASSAf may reject the Offer or act against me should these declarations prove to be false.

I confirm that I am duly authorised to sign this SBD declaration pack by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive or Senior Member/Person with management responsibility (Close Corporation, Partnership or Individual).
Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Pentsal Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
ROBBEN ISLAND MUSEUM (“RIM”)

BID REFERENCE NUMBER: RIM EXE 01-2019/2020

TERMS OF REFERENCE

DESCRIPTION:

ROBBEN ISLAND MUSEUM INVITES ALL INTERESTED PROSPECTIVE QUALIFIED SERVICE PROVIDERS TO SUBMIT PROPOSALS TO BE LISTED ON A PANEL OF SERVICE PROVIDERS FOR THE RENDERING OF LEGAL SERVICES ON ROBBEN ISLAND MUSEUM FOR A PERIOD OF SIXTY (60) MONTHS

DATE OF ISSUE: 6 MARCH 2020

NON-COMPULSORY BRIEFING SESSION DATE: 20 MARCH 2020

CLOSING DATE: 3 APRIL 2020
1. **INTRODUCTION**

1.1 Robben Island Museum (hereafter known as RIM) is a public entity responsible for managing, maintaining, presenting, developing and marketing Robben Island as a National Estate and World Heritage Site.

1.2 It is also a living museum which aims to memorise and promote its unique universal symbolism.

1.3 RIM comprise of nine (9) departments as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council and Executive Office</td>
<td>• To ensure the effective and efficient strategic management.</td>
</tr>
<tr>
<td>(Inc. Communication and Risk)</td>
<td>• To promote good governance.</td>
</tr>
<tr>
<td></td>
<td>• To ensure effective public relations and communication.</td>
</tr>
<tr>
<td></td>
<td>• To establish and maintain effective partnerships with stakeholders.</td>
</tr>
<tr>
<td></td>
<td>• To strengthen the relationship with the oversight body.</td>
</tr>
<tr>
<td>Finance, Supply Chain and ICT</td>
<td>• To monitor sustainability of RIM functional areas through using financial</td>
</tr>
<tr>
<td></td>
<td>reporting systems.</td>
</tr>
<tr>
<td></td>
<td>• To ensure sustainable acquisitions of goods and services in compliance with</td>
</tr>
<tr>
<td></td>
<td>regulations.</td>
</tr>
<tr>
<td></td>
<td>• To provide support of hardware and software within the organisation and user</td>
</tr>
<tr>
<td></td>
<td>support.</td>
</tr>
<tr>
<td>Heritage and Research</td>
<td>• To protect and conserve the cultural (movable and immovable) and natural</td>
</tr>
<tr>
<td></td>
<td>values of Robben Island.</td>
</tr>
<tr>
<td></td>
<td>• To maintain the outstanding universal value of Robben Island.</td>
</tr>
<tr>
<td></td>
<td>• To undertake continuous research in order to enhance interpretation.</td>
</tr>
<tr>
<td>Public Heritage Education Programmes</td>
<td>• To provide a visitor experience through an integrated and holistic narrative of</td>
</tr>
<tr>
<td></td>
<td>the island.</td>
</tr>
<tr>
<td></td>
<td>• To provide access to academic scholarship, research and training through post</td>
</tr>
<tr>
<td></td>
<td>graduate programme.</td>
</tr>
<tr>
<td></td>
<td>• To provide inclusive access to information through outreach programmes.</td>
</tr>
<tr>
<td>Tourism and Marketing</td>
<td>• To promote and brand Robben Island as a Tourism Destination.</td>
</tr>
<tr>
<td></td>
<td>• To develop diversified products in order to expand the market base.</td>
</tr>
<tr>
<td></td>
<td>• To ensure effective public relations and communication.</td>
</tr>
<tr>
<td></td>
<td>• To establish and maintain effective partnerships with stakeholders.</td>
</tr>
<tr>
<td>Ferries</td>
<td>• To maintain a safe, stable and reliable ferry service.</td>
</tr>
<tr>
<td>Human Resources</td>
<td>• To recruit and retain top talent.</td>
</tr>
<tr>
<td></td>
<td>• To ensure an efficient and effective performance management system.</td>
</tr>
<tr>
<td></td>
<td>• To develop skills.</td>
</tr>
<tr>
<td>Infrastructure and Facilities Management</td>
<td>• To protect and maintain the built environment of Robben Island.</td>
</tr>
<tr>
<td></td>
<td>• To provide and maintain supportive infrastructure and facilities.</td>
</tr>
<tr>
<td>Operations</td>
<td>• To improve visitor experience through systems and service excellence.</td>
</tr>
</tbody>
</table>
1.4 Objective
1.4.1 The objective of the Request for Proposals (RFP) is to appoint suitable, qualified, experienced and competent legal firms with adequate capacity and experience who shall be engaged on an "as and when" needed basis.

1.4.2 The service provider will be required to deal with legal issues in labour law; administrative/public law; marine law; company/corporate law; copyright/intellectual property law; environmental law and any other applicable law.

1.4.3 Service Providers will be listed on a database under each category of law as listed under (3.).

1.4.4 Suitably qualified firms of attorneys are hereby invited to submit their proposals for consideration by RIM.

1.5 Legislation and regulatory framework for Robben Island Museum
1.5.1 The governance of the RIM is subject to a complex legislative framework consisting of international agreements, national, provincial and municipal statutes, legislation and ordinances. Important sets of relevant national legislation include the following (but not limited to):

1.5.1.1 Constitution of South Africa Act 108 of 1996
1.5.1.2 National Heritage Resources Act 25 of 1999
1.5.1.3 The Cultural Institutions Act 119 of 1998
1.5.1.4 The World Heritage Convention Act 49 of 1999
1.5.1.5 The National Monuments Act, 1969
1.5.1.6 The South African World Heritage Convention Act, 1999
1.5.1.7 The Public Finance Management Act 1 of 1999 and National Treasury Regulations
1.5.1.8 The National Environmental Management Act 107 of 1998
1.5.1.9 Cape Nature and Environmental Conservation Ordinance, 1974
1.5.1.10 Conservation of Agriculture Resources Act 43 of 1983
1.5.1.11 Marine Living Resource Act 18 of 1998
1.5.1.12 Environment Conservation Act, 1989
1.5.1.13 Sea-shore Act, 1935
1.5.1.14 National Veld and Forest Fire Act, 1998
1.5.1.15 National Water Act 36 of 1998
1.5.1.16 Promotion of Access to Information Act 2 of 2000
1.5.1.17 National Archives of South Africa Act 43 of 1996
1.5.1.18 Ships Registration Act 58 of 1998
1.5.1.19 Marine Pollution Intervention Act 64 of 1987
1.5.1.20 Tourism Act 72 of 1993
1.5.1.21 Government Immovable Asset Management Act
1.5.1.22 Consumer Protection Act 1 of 2011
1.5.1.23 Intellectual Property Laws Amendment Act
2. SCOPE OF WORK / AREAS OF SERVICE

2.1 The successful legal firms will be required to render legal services to RIM on a wide range of legal matters relating to the mandate of RIM; which are, but not limited to: labour law; administrative/public law; marine law; company/corporate law; copyright/intellectual property law; environmental law; cultural property law and any other applicable law.

2.2 Providing legal protection and risk management advice to RIM.

2.3 Provision of regulatory and legal support and advice.

2.4 Litigation and litigation support (including recovery of litigation cost) relating to areas of identified laws and Acts under which RIM operates, including any other courts of law, statutory tribunals and other bodies.

2.5 Defending or instituting civil actions instituted by or against RIM in any court.

2.6 The bidders shall provide legal support in the form of oral support (contributions to discussions); support to RIM’s team; written support; drafting of legal opinions; drafting of legal documents; contributions or advice on documents prepared by RIM’s staff and representation where required.
3. SERVICE CATEGORIES

3.1 The required legal services have been categorised into seven (7) service categories as reflected below.

3.2 The bidder must indicate the service category the bidder is bidding for.

3.3 However, bidders can tick all the service categories if they have skills, knowledge and suitable, qualified, competent resources.

<table>
<thead>
<tr>
<th>No</th>
<th>Service Categories</th>
<th>Please Tick</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Labour Law</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Administrative Law</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Marine (Admiralty) Law</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Company Law / Corporate Law</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copyright Law / Intellectual Property Law</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Environmental Law</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Cultural Property Law</td>
<td></td>
</tr>
</tbody>
</table>

Note: The bidder must ensure that they provide the required response/information to the evaluation criteria for each service category the bidder is bidding for.

N.B: Bidders bidding for different service categories must submit different proposal documents for each service category they are bidding for.

4. AVAILABILITY

4.1 The service providers shall ensure the availability of suitable resources for the whole duration of the contract.

4.2 The agreed timeframes will be binding and non-compliance by the service providers may be considered as a breach of contract.

5. COSTING

5.1 The service providers are required to provide an hourly rate per resources; indicating increases in rates over the next 60-month (5 year) period; by completing the table below:

<table>
<thead>
<tr>
<th>Resource</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Partner</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Junior Partner;</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Senior Associate;</td>
<td></td>
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<tr>
<td>Associate</td>
<td></td>
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<td></td>
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<tr>
<td>Candidate attorney</td>
<td></td>
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</tr>
</tbody>
</table>
6. **COMPULSORY REQUIREMENTS**

To be considered for evaluation, a bidder’s proposal must comply with the following minimum requirements:

6.1 The bidder must have been in existence and in legal practice for a period of at least three (3) years.

6.2 The Senior Partner/Director and/or Junior Partner must have five (5) years’ experience (post admission) in legal practice in all service categories applied for. (Proof must be submitted by completion of **Annexure A**. If more than one service category is applied for, please complete **Annexure A** for each service category.)

6.3 A Senior Associate and/or Associate must have three (3) years’ experience (post admission) in legal practice, in all service categories applied for. (Proof must be submitted by completion of **Annexure A**. If more than one service category is applied for, please complete **Annexure A** for each service category.)

6.4 The bidder must submit a valid Letter of Good Standing with the relevant Law Society of South Africa for the bidder or resources.

6.5 The bidder must submit a valid Fidelity Fund Certificate issued in terms of the Attorneys Act, 1979. The certificate must be for the bidder or the resources.

6.6 The bidder or resources must submit a valid Attorney’s Insurance Indemnity Fund (AIIF) certificate.

6.7 The bidder must have an operational office located within 60kms radius from the RIM offices at the V & A Waterfront, Cape Town. A company profile which will amongst other things indicate the bidder’s physical address must be provided.

6.8 The company must demonstrate experience in two (2) similar contracts for the service category / (categories) chosen. (If more than one category is chosen, evidence for each category must be provided). Written referrals (signed and dated with contact details) from 2 different clients must be provided. Robben Island Museum reserves the right to contact the written referrals.

7. **EVALUATION METHODOLOGY**

This proposal will be evaluated in the following manner:

(a) Phase 1: Evaluation process – Submission of compulsory proposal requirements by bidders and compliance to specification
• The first phase of evaluation is checking and verification of all the compulsory proposal requirements by the bidders and compliance to specification.

• Bidders are required to comply with the compulsory proposal requirements stipulated in paragraph 6.

• Certified copies or original documents will be accepted.

• Companies that do not comply with the bid requirements will be regarded as non-responsive and may be disqualified.

8. BRIEFING SESSION

8.1 Please be advised that the non-compulsory briefing session will take place on 20 March 2020 at 11h00 am, at the Nelson Mandela Gateway Building, Auditorium, Robben Island Museum, V & A Waterfront, Cape Town. (No Bid documents will be available after the non-compulsory briefing session)

Directions: Cape Town, Waterfront: Nelson Mandela Gateway building next to Clock Tower building.

NOTE- BID DOCUMENTS WILL BE AVAILABLE AS FROM 9 March 2020

CLOSING DATE FOR SUBMISSION OF BIDS: 3 April 2020 AT 11H00

All Bids related enquiries must be directed to:

Ms. Pat Madikane, Acquisition Manager: Supply Chain Management, Tel: 021 413 4265, e-mail: patm@robben-island.org.za

All Technical related enquiries must be directed to:

Ms. Carly Bongers, Senior Manager: Risk and Performance on 021 413 4204 or carlyb@robben-island.org.za

9. CAPABILITY VERIFICATION

9.1 RIM reserves the right to verify the capabilities of the recommended bidder before appointment, if and when required.

9.2 RIM reserves the right to request additional reference letters at a later stage, based on the category requirement for complex and/or court cases.
10. **POINTS TO NOTE**

Please note that:

10.1 RIM may publish the results of the studies and any other deliverables delivered by the service provider. For this purpose, the candidate must ensure that there are no restrictions based on confidentiality and or intellectual property rights, including from third parties.

10.2 At the end of each project/assignment, the appointed service provider must furnish RIM with all original documents relevant to the project, including notes, interviews and court judgement and/or orders.

10.3 If the service provider is in breach of their duties and responsibilities or if the quality of work is not at a suitable standard, RIM reserves the right to cancel the contract by giving one month's notice.

10.4 The appointment of the successful panel of legal firms will be for a period of **60 months** reckoned from the date of signing a service level agreement with RIM.

10.5 The successful legal firms will be assigned work as and when required.

10.6 The successful legal firms may not cede, assign or sub-contract any part thereof to any person unless with the written consent of RIM or as may be required by the applicable laws, for instance, in cases where correspondent attorneys may be necessary.

10.7 Each proposal must include the specialist fields/category of law of the firm. In cases where the firm has expertise in more than one field of law, all relevant fields must be indicated in the proposal together with demonstrated experience in the specified areas of law.

10.8 Please note that any proposals submitted becomes the property of RIM and it won't be returned to the bidder.
ANNEXURE A

1. SERVICE CATEGORY APPLIED FOR: 

2. NAME            3. SURNAME 

4. EDUCATION

<table>
<thead>
<tr>
<th>INSTITUTION (DATE FROM – DATE TO)</th>
<th>DEGREE(S) OR DIPLOMA(S) OBTAINED</th>
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5. PROFESSIONAL EXPERIENCE

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<th>ORGANISATION</th>
<th>POSITION</th>
<th>DESCRIPTION OF DUTIES</th>
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GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
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8. Inspections, tests and analysis
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1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any
25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for Insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.