SBD 1
INVITATION TO BID

YOU ARE HEREBY INVITED TO SUBMIT A BID / OFFER FOR THE PURCHASE OF WHITE RHINOCEROS

RFP NUMBER: GROENKLOOF RHINO SALE - SWR-001-2014

ADVERTISEMENT DATE: 05 OCTBER 2014
CLOSING DATE: 15 OCTBER 2014
CLOSING TIME: 11:00 AM
BRIEFING SESSION: NO BRIEFING SESSION
BID VALIDITY PERIOD: 90 days (commencing from the RFP Closing Date)

DESCRIPTION OF BID: INVITATION FOR PROSPECTIVE BIDDERS TO SUBMIT OFFER FOR THE SALE OF WHITE RHINOCEROS – BEST PRICE PRINCIPLE

COMPULSORY CLARIFICATION SESSION ADDRESS
NO COMPULSORY CLARIFICATION MEETING

BID DOCUMENTS DELIVERY ADDRESS
SOUTH AFRICA NATIONAL PARK
643 Leyds Street, Muckleneuk,
Groenloof, Pretoria, 0002

For Attention: Dr. Howard Hendricks

NB: Bidders must ensure that they sign the register at the park when submitting the bids.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)  YES or NO

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL PRICE OFFER: R…………………………………………………….
(Total bid price including VAT and any other charges)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: South African National Parks
Contact Person: Dr. Howard Hendricks
Tel: 012 426 5165
E-mail address: Dr. Howard Hendricks – howard.hendricks@sanparks.org
INSTRUCTIONS TO BIDDER

1 Confidential information disclosure notice

1.1 This document may contain confidential information that is the property of South African National Parks (SANParks).

1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from SANParks.

1.3 All copyright and Intellectual Property herein vests with SANParks.

2 Introduction

2.1 Purpose

2.1.1 The purpose of this Request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as “Bidders”) to submit Bids for the items/products/solutions as detailed under Annex A: Technical/solution specification.

2.2 Objectives

2.2.1 The following objectives must be achieved with the implementation of the above required solution:

2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, SANParks intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (90/10).

2.3 Queries

2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within SANParks be approached for any information. Any such action may result to disqualification of a response submitted in response to the RFB. SANParks reserves the right to place responses to such queries on the website.

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of Query</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Howard Hendricks</td>
<td>Bid Queries</td>
<td><a href="mailto:howard.hendricks@sanparks.org">howard.hendricks@sanparks.org</a></td>
</tr>
</tbody>
</table>

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/enquiries must be forwarded in writing not later than Tuesday, 14 October 2014 at 11h00. Questions/enquiries received after 11h00 on 14 October 2014 will not be considered.

Bidders are not allowed to contact any other SANParks staff in the context of this tender other that the indicated official under 2.3.1.

2.4 Bid Documents

2.4.1 Bids must be hand delivered or (if couriered) reach to SANParks by no later than 11h00 on 15 October 2014.

2.4.2 Bid documents must contain One (01) original document, initialled on each page.
3 General rules and instructions

3.1 Confidentiality

3.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.

3.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or unregistered, or otherwise disclosed or communicated before or after the date of this process.

3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SANParks (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent SANParks’ confidential information coming into the possession of unauthorised third parties. In protecting the receiving party’s confidential information, SANParks shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

3.1.5 Any documentation, software or records relating to confidential information of SANParks, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

3.1.5.1 Shall be deemed to form part of the confidential information of SANParks;
3.1.5.2 Shall be deemed to be the property of SANParks;
3.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
3.1.5.4 Shall be surrendered to SANParks on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3.2 News and press releases

3.2.1 Bidders or their agents shall not make any news releases concerning this RFB or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with SANParks.

3.3 Precedence of documents

3.3.1 This RFB consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.
3.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SANParks may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SANParks.

3.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of SANParks as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the SANParks in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

3.4 Security clearances
3.4.1 Employees and subcontractors of the Bidders may be required to be in possession of valid security clearances to the level determined by NIA or/and SANParks commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The Bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

3.5 Occupational Injuries and Diseases Act 13 of 1993
3.5.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/or subsequent agreement. SANParks reserves the right to request the Bidder to submit documentary proof of the Bidder’s registration and “good standing” with the Compensation Fund, or similar proof acceptable to SANParks.

3.6 Instructions for submitting a proposal
3.6.1 One (1) original of the Bid shall be submitted on the date of closure of the Bid.
3.6.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.
3.6.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
3.6.3 Bid must be submitted in a prescribed response format herewith reflected as Response Format, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to Dr. Howard Hendricks.
3.6.4 Bid must be submitted on or before 15 October 2014 not later than 11h00. The bids must be dropped in the tender box at the South African National Parks, 643 Leyds Street, Muckleneuk, Pretoria, 0002. SANParks receives a lot of correspondence on a daily basis. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the gate. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.
3.6.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.
3.6.6 Bids received after the time stipulated shall not be considered.
3.6.7 Bid responses sent by courier must reach this office at least 36 hours before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a “late proposal” and shall not be entertained. Such proposal shall be returned to the respective Bidders.
3.6.8 No proposal shall be accepted by SANPARKS if submitted in any manner other than as prescribed above.
4 Reasons for disqualification

4.1 SANParks reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

4.1.2 Bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;
4.1.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFB;
4.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, experience, reference to non-existing information etc.;
4.1.5 Bidders who received information not available to other bidders through fraudulent means;
4.1.6 Bidders who do not comply with mandatory requirements as stipulated in this RFB.
4.1.7 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
4.1.8 Bidders who are listed on the National Treasury’s database of restricted suppliers

5 Closing of Bid

5.1 There shall be no public opening of the Bid received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of SANParks. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.

5.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.

5.2.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

6 Bid preparation

6.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.

6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed RFB Response Format.

7 Oral presentations and briefing sessions

7.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SANParks. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SANParks shall schedule the time and location of these presentations. Oral presentations are an option of SANParks and may or may not be conducted.

8 Evaluation Criteria for BEE

8.1 Points shall not be awarded for B-BBEE Status Level of Contribution

8.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore only Points for Price will be awarded at 100 for the highest bidder, and no points for BEE will be allocated shall be applicable.

8.3 Preference points for this bid shall be awarded for:
(a) Price; only

9 Evaluation criteria and methodology

9.1 Functional evaluation criteria

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service.

When inviting bids, SANParks indicates:

(i) whether the bids will be evaluated on functionality;
(ii) the evaluation criteria for measuring functionality;
(iii) the weight of each criterion; and
(iv) the applicable values as well as the minimum threshold for functionality.

**FUNCTIONAL / TECHNICAL EVALUATION CRITERIA**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Threshold</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functionality:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Properties - adequate properties, few boundaries with public roads, and surrounded by low human density.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Rhino distribution - white rhino must have been kept on the property for longer than 5 years with good breeding success.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Habitat - the habitat must be suitable for white rhino with grasslands, scrublands and trees providing food and for other social needs. Where open natural water is absent, boreholes must provide enough water.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Rhino management history - the property must have infrastructure which provide opportunities for free-ranging conservation husbandry.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Legal history - the property and its managers must have no known links or history to illegal wildlife activities or any to form of crime or wildlife trafficking.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Security management - the area must be well resourced with vehicles and trained staff with high security and good fence management attuned to the requirements for protecting rhino.</td>
<td></td>
<td>These are governance issues and are to be fully complied with. 100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Price</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-BBEE (Not to be applied for this bid)</td>
<td>0%</td>
</tr>
</tbody>
</table>

This bid will be evaluated on Functionality according to the criteria and weighting as listed in the table above. 100% minimum functionality score will qualify the bid to move on to the next phase where PPPFA evaluation principle shall be applied, which is Price and Preference evaluation.

9.2 Price evaluation criteria

Subsequent to the eligibility screening phase, the second phase of evaluation of the Bids shall be based on the 90/10 PPPFA principle and the points for evaluation criteria are as follows:

<table>
<thead>
<tr>
<th>Price points</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preferential points/BEE (Not to be applied for this bid)</td>
<td>0</td>
</tr>
</tbody>
</table>
Total 100 points

All Bid received shall be evaluated by a panel using the preference points system as stipulated in the Preferential Procurement Regulations.

10. BID EVALUATION SCORING CRITERIA

This document is issued in terms of the SANParks Supply Chain Management Policy and sets out the criteria for the evaluation of bids in a uniform scoring methodology aligned to the National Treasury Regulations and the Preferential Procurement Regulations on the basis of Price ONLY.

11. SUBMISSION OF BIDS

Bidders are required to submit One (01) original bid document.

SANParks may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information within 48 hours or unless otherwise indicated after the request has been made; otherwise the bidder may be disqualified.

12. EVALUATION PHASES

The received bid or price offer will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:

12.1 PHASE ONE (01): MANDATORY / MINIMUM REQUIREMENTS SCREENING

In this phase All bids received will be verified for compliance and completeness of the submitted proposal per the below set of mandatory requirements. Bidders who fails to comply with the below requirements WILL be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation. NB: BEST PRICE PRINCIPLE will be applied to determine the bidders who will proceed to the phase of Site Visit. SANParks discretion of the best price principle.

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.
- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of an Original Valid Tax Clearance Certificate (SBD 2) – Bidders whom their Tax matters are not in order and no proper arrangements have been made with SARS to meet their tax obligations will not be considered for this bid. 7 days from the bid closing date is afforded to any bidder who already made necessary arrangements with SARS (attach proof as obtained from SARS Branch) of when the necessary arrangements have been made to meet your Tax obligation and be issued with Tax certificate. Failure to submit a valid and original Tax Clearance within 7 days after the bid closing date, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered further for evaluation.
- Submission of fully completed Pricing Schedule – Firm Price (Purchases – SBD 3.1).
- Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed Contract Form (Sale of Goods/Works – SBD 7.3). Bidders to complete and sign PART ONE (01) only,
- Submission of fully completed SBD.8 (Declaration of Bidders Past SCM Practice),
• Submission of fully completed SBD9 (Certificate of Independent Bid Determination),
• Business Registration Certificate e.g. CK 1, certificate of incorporation
• Familiarise yourself and Initial every page of the General Condition of Contract

NB: Any bidders who did not sign and submit any of the requested documents may be disqualified.

NB: All bidders who complied with the mandatory / minimum requirements will be vetted to ascertain their compliance with National Treasury Regulations specifically that of its director(s) or company owners not being registered or listed on the register of Restricted bidders, and those who fully comply will progressed to the Price evaluation phase for further evaluation per the below set criteria.

12.2 PHASE TWO (02): EVALUATION OF BID RESPONSES USING PRICE ONLY – BEST PRICE PRINCIPLE APPLY

All bidders who achieved or met the set minimum threshold from the mandatory requirement phase and complied with vetting process progresses to phase 2 of Price (only), no BEE points will be allocated for this bid.

12.2.1. EVALUATION CRITERIA AND WEIGHTING:

The RFP stipulated that the responses to be evaluated using the 100 point for price only. Based on this system the points will be allocated as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>100</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

12.2.2. EVALUATION FORMULA

The following formula will be applied to calculate the scores:

**Price Formula**

The following PPPFA formula was used to evaluate the price proposals submitted by bidders, this formula was used because price was the only criterion that was scored i.e. the whole 100 points were allocated to price.

\[ PS = 100 \times (1 - \frac{Pt}{Pmin}) \]

\[ Pmin \]

\[ Ps = \text{Points scored for price of the bid under consideration.} \]

\[ Pt = \text{Rand value of bid under consideration.} \]

\[ Pmin = \text{Rand value of lowest acceptable bid} \]
NB: Qualification Threshold – Only top three bidders who submitted the BEST PRICE PRINCIPLE and have passed the vetting process will be considered for the following phase 3 for the determination of the successful bidder(s). SANParks may increase the number of bidders to be visited for Site visit evaluation only if more bidders submitted a Best Price Principle Offer and if such exercise is deemed vital and cost effective to the organisation.

12.3. PHASE 3: DETAIL SITE TECHNICAL EVALUATION CRITERIA AND POINT ALLOCATION

In this phase All bids that meet all the requirements in terms of compliance and completeness of the submitted proposal per the above set of mandatory requirements and Price on phase One (01) and Phase Two(02) progresses to Phase Three (03) for further evaluation per the below set evaluation criteria’s.

NB: Qualification Threshold – Only top three bidders who submitted the BEST PRICE PRINCIPLE and have passed the vetting process will be considered for the Site evaluation phase for the determination of the successful bidder(s). SANParks may increase the number of bidders to be visited for Site visit evaluation only if more bidders submitted a Best Price Principle Offer and if such exercise is deemed vital and cost effective to the organisation.

12.3.1 SITE EVALUATION

12.3.1.1 SANParks reminds prospective bidders that it is a stipulated prerequisite from the provincial nature conservation authorities that an ecological investigation be conducted on the proposed property to which the rhino are to be relocated to ensure the suitability of this property for the white rhino applied for.

12.3.1.2 An accredited professional member of the Southern African Institute of Ecologists and Environmental Scientists must conduct the ecological investigation.

12.3.1.3 The sale of rhino is subject to assessing the suitability of properties as strongholds for rhino. SANParks apply proper due diligence in the form of a holistic assessment of the designated land property before any large numbers of rhino (either more than 20 animals in a single purchase or 20 animals over a period of time in the case of a serial purchaser) will be sold to prospective buyers. the following assessment criteria apply;

12.3.1.3.1 Properties - adequate properties, few boundaries with public roads, and surrounded by low human density.

12.3.1.3.2 Rhino distribution - white rhino must have been kept on the property for longer than 5 years with good breeding success.

12.3.1.3.3 Habitat - the habitat must be suitable for white rhino with grasslands, scrublands and trees providing food and for other social needs. Where open natural water is absent, boreholes must provide enough water.

12.3.1.3.4 Rhino management history - the property must have infrastructure which provide opportunities for free-ranging conservation husbandry.

12.3.1.3.5 Legal history - the property and its managers must have no known links or history to illegal wildlife activities or any to form of crime or wildlife trafficking.
12.3.1.3.6 Security management - the area must be well resourced with vehicles and trained staff with high
security and good fence management attuned to the requirements for protecting rhino.

12.3.1.4 Upon successful screening in accordance to the above-mentioned stipulation 1.4 for provisional
approval, the properties of bidders bidding for 20 (twenty) or more rhinos will be visited for a site
evaluation, including a habitat suitability and security assessment report. The site evaluation will take
place after the screening of information regarding the end destination where the rhino will be kept and
the purpose or objective of acquiring the rhinos.

12.3.1.5 Upon the successful habitat suitability and security assessment, bidders bidding for 20 (twenty) or
more rhinos will be required to sign a memorandum of agreement and submit a rhino management
plan in accordance with SANParks’ guidelines.
**FUNCTIONALITY RESPONSIVENESS CRITERIA APPLICABLE FOR THIS BID**
Please follow the following items and numbering diligently in your response to enable the Evaluation Team to afford your bid the attention it deserves.

NB: These are governance issues and bidders are expected to fully comply with in order to be considered further, hence threshold is set at 100%.

<table>
<thead>
<tr>
<th>No</th>
<th>Functionality criteria</th>
<th>Weighting factors</th>
<th>Points</th>
<th>Detail criteria to be complied with</th>
<th>Points allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Properties</td>
<td>15</td>
<td>5</td>
<td>Adequate properties, few boundaries with public roads, and surrounded by low human density.</td>
<td>0 = No adequate properties, few boundaries with public roads, and surrounded by low human density.</td>
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<td></td>
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<td></td>
<td>4 = Adequate properties, few boundaries with public roads, and surrounded by low human density. (Work in progress – submit proof of such work in progress per the condition in question)</td>
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<td></td>
<td></td>
<td>5 = Complies with the condition</td>
</tr>
<tr>
<td>2</td>
<td>Rhino distribution</td>
<td>15</td>
<td>5</td>
<td>White rhino must have been kept on the property for longer than 5 years with good breeding success.</td>
<td>0 = The purchase wildlife is not intended to be kept on the property for longer than 5 years with good breeding success.</td>
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<td></td>
<td>5 = Complies with the condition</td>
</tr>
<tr>
<td>3</td>
<td>Habitat</td>
<td>15</td>
<td>5</td>
<td>The habitat must be suitable for white rhino with grasslands, scrublands and trees providing food and for other social needs. Where open natural</td>
<td>0 = The habitat not suitable for White Rhino.</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>conditions as work in progress. (Work in progress –</td>
<td>4 = The habitat complies with some criteria and gave indication to address any outstanding conditions as work in progress. (Work in progress –</td>
</tr>
<tr>
<td>4</td>
<td>Rhino management history</td>
<td>20</td>
<td>5</td>
<td></td>
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<tr>
<td></td>
<td>water is absent, boreholes must provide enough water.</td>
<td>submit proof of such work in progress per the condition in question)</td>
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<td></td>
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<tr>
<td>5</td>
<td>Legal history</td>
<td>15</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The property and its managers must have no known links or history to illegal wildlife activities or any to form of crime or wildlife trafficking.</td>
<td>0 = The property and its managers must have known links or history to illegal wildlife activities or any to form of crime or wildlife trafficking.</td>
<td></td>
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<tr>
<td></td>
<td>4 = The property and its managers must have no known links or history to illegal wildlife activities or any to form of crime or wildlife trafficking, but have been cleared by the court of law of no wrong doing. (Provide evidence of being cleared of any illegal wildlife activities or any form of crime or wildlife trafficking).</td>
<td></td>
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<td></td>
<td>5 = Complies with the condition</td>
<td></td>
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<tr>
<td>6</td>
<td>Security management -</td>
<td>20</td>
<td>5</td>
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</tr>
<tr>
<td></td>
<td>The area must be well resourced with vehicles and trained staff with high security and good fence management attuned to the requirements for protecting rhino.</td>
<td>0 = The area is not well resourced and has no vehicles and trained staff with high security and good fence management attuned to the requirements for protecting rhino.</td>
<td></td>
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</tr>
</tbody>
</table>
4 = The area is not well resourced with vehicles and trained staff with high security and good fence management attuned to the requirements for protecting rhino and confirmation for work in progress has been submitted. (Work in progress – submit proof of such work in progress per the condition in question).

5 = Complies with the condition

---

**NB:** For all works in progress, SANParks will continuously monitor the works within the agreed works completion project dates of all projects / works which were confirmed by bidders as work in progress until all conditions have been fully complied with.

13. **FINAL AWARD**

Bidder(s) who fully complied with all set condition of sale and obtains highest total points on PRICE and complies with 12.3.1.3 above shall be awarded the bid. SANParks reserves the right not to award or award to one or more service providers for this sale project – Best Price Principle.

14. **TERMS AND CONDITIONS OF SPECIFICATION**

a) Due diligence and screening review of the selected potential bidders may be conducted before the awarding of the contract and SANParks may award to bidders who provided proof or evidence of their willingness to comply with all indicated governance conditions or of any work in progress confirming fully compliance with the set governance conditions.

15. **CONTACTABLE OFFICIALS FOR CLARIFICATION**

All technical and bid documentation enquiries can be addressed to Dr. Howard Hendricks at Tel: 012 426 5165 / 083 640 5296 or howard.hendricks@sanparks.org
CONDITIONS OF SALE

SOUTH AFRICAN NATIONAL PARKS

White Rhino Sale
March to October 2015
Boma or Veld-to-Veld
SALE OF WHITE RHINOCEROS (*Ceratotherium simum*)

You are hereby invited to submit a bid / offer for the purchase of white rhinoceros subject to the following special conditions:

**CONDITIONS OF SALE**

1. **CONDUCT OF VELD TO VELD SALE**

1.1 Each bidder shall be bound by the terms of these conditions.

1.2 The bid is conducted subject to these conditions of sale, and further subject to all specific stipulations formally announced by SANParks, either at the commencement of or during the bidding process, whether or not the prospective bidder may have been present at the time any such announcement may have been made. Each bidder shall be bound by the terms of these conditions, which shall form the basis of the bargaining to be carried on between SANParks and the bidders, and shall also govern the terms of each and any sale subsequently concluded.

1.3 SANParks (as owner), in all instances reserves the right to decline to sell to the highest or any bidder, and to sell the rhinos on such terms and conditions as shall be acceptable to SANParks. SANParks may without assigning a reason, reject any bid. SANParks shall also be entitled without assigning any reason, to fix a minimum bid for acceptance, and to refuse any bid which is less than such a minimum bid.

1.4 Bidders are required to submit information regarding the end destination where the rhinos will be kept and the purpose or objective of acquiring the rhinos.

1.5 No white rhinos will be sold to bidders with the end destination in the Highveld areas of the grassland biome or outside the natural range as determined by SANParks, or to any situation where the rhinos are permanently dependent on artificial forage.

1.6 All bidders are required to register with SANParks as potential buyers and shall be required to furnish their names, ID number/registration number, legal status, selected physical address and other general information as may be required by SANParks. SANParks reserves the right to refuse registration of any potential buyer.

1.7 A sale of rhino will only be valid and binding on SANParks upon the bidder and SANParks concluding a written sale agreement for the sale of all or some of the rhino on terms and conditions acceptable to SANParks.

1.8 SANParks shall have the right to withdraw all or some of the white rhino from the bidding process at any time before a valid sale agreement in respect of all or any of such rhino has been concluded.

1.9 All risk in and to a rhino transfers from SANParks to the bidder immediately upon such rhino being loaded from the veld and into a loading unit (crate) destined for loading onto a transportation vehicle provided for the transport of such rhino to the destination stipulated by the bidder. Bidders
ARE ADVISED TO AVAIL THEMSELVES OF INSURANCE FACILITIES AVAILABLE. UPON SUCH RHINO BEING LOADED INTO THE SAID LOADING UNIT (CRATE), THE RHINO WILL BE DEEMED TO HAVE BEEN DELIVERED TO THE BIDDER BY SANPARKS.

1.10 OWNERSHIP IN ANY RHINO SHALL, NOTWITHSTANDING THE DELIVERY OF SUCH RHINO TO THE BIDDER HAVING OCCURRED AS PROVIDED FOR IN CLAUSE 1.9, ONLY PASS TO THE BIDDER UPON THE BIDDER HAVING PAID THE FULL SALES PRICE OWING FOR SUCH RHINO TO SANPARKS.

1.11 ALL BIDDERS WILL BE OBLIGED TO ADHERE TO ALL APPLICABLE NATIONAL AND PROVINCIAL LEGISLATION, REGULATIONS AND GUIDELINES AS MAY APPLY TO THE SALE, TRANSPORT, DELIVERY AND SUBSEQUENT POSSESSION, MANAGEMENT AND USE OF THE WHITE RHINO.


1.13 WHERE A PERMIT IS ISSUED SUBJECT TO CONDITIONS, THE BIDDER SHALL PROVE TO THE SATISFACTION OF SANPARKS THAT THE BIDDER HAS COMPLIED WITH SUCH PERMIT CONDITIONS.

2 PAYMENT OF PURCHASE

2.1 THE SUCCESSFUL BIDDER WILL EFFECT PAYMENT IN CASH OR PER ELECTRONIC TRANSFER ON ACCEPTANCE OF THE BID BY SANPARKS AND CONCLUSION OF A SALE AGREEMENT WITH SANPARKS, AND IN ALL INSTANCES BEFORE THE CAPTURE OF THE RHINO. ALL PRICES SHALL BE QUOTED IN SOUTH AFRICAN CURRENCY.

Payment is to be made to: SOUTH AFRICAN NATIONAL PARKS PARK DEVELOPMENT FUND

FIRST NATIONAL BANK: CORPORATE
Branch no: 253 145
Type: Current
Account No: 6210-847-3828

2.2 VALUE ADDED TAX (VAT) AT THE RATE APPLICABLE SHALL BE CALCULATED ON THE BID PRICE.

2.3 BIDDERS FROM OUTSIDE THE REPUBLIC OF SOUTH AFRICA MUST PAY VAT TO SANPARKS. CUSTOMS AUTHORITIES AT THE EXIT BORDER CAN REFUND THE VAT AMOUNT.

2.4 IN THE EVENT OF THE BIDDER FAILING TO PAY THE FULL PURCHASE PRICE ON DUE DATE OR ANY TRANSPORT COSTS OR OTHER COSTS DUE BY THE BIDDER ON DUE DATE, THE BIDDER SHALL PAY INTEREST AT 6% (SIX PERCENT) PER ANNUM ABOVE THE PRIME PUBLISHING LENDING RATE AS BEING CHARGED BY FIRST NATIONAL BANK ON THE OVERDRAFT TO PRIME
CORPORATE CUSTOMERS CALCULATED FROM THE DATE ON WHICH THE PAYMENT IS DUE, TO DATE OF ACTUAL PAYMENT.

2.5 PAYMENT FOR THE TRANSPORT OF THE RHINOS, IF APPLICABLE IN TERMS OF PARAGRAPH 9.2 BELOW WILL BE DUE ON THE DAY OF DELIVERY BY A BANK GUARANTEED CHEQUE MADE OUT TO SANPARKS.

3 WARRANTIES AND REPRESENTATIONS EXCLUDED

3.1 AT THE TIME OF CAPTURE AND PRIOR TO LOADING THE BIDDER SHALL BE DEEMED TO HAVE FULLY INSPECTED THE RHINO AND TO HAVE ACQUAINTED HIMSELF WITH ITS CONDITION, NATURE AND QUALITY, AND SHALL BE DEEMED TO HAVE AGREED TO PURCHASE THE RHINO SO IDENTIFIED, IN THE CONDITION THAT THE RHINO IS AT THIS TIME, AT THIS POINT, THE RHINO CAPTURED SHALL BECOME THE SUBJECT MATTER OF THE SALE AGREEMENT CONCLUDED WITH SANPARKS.

3.2 SANPARKS DOES NOT GIVE ANY WARRANTY AGAINST ANY DEFECTS IN ANY OF THE RHINO, BE IT PATENT OR LATENT, AND THE RHINO ARE SOLD VOETSTOOTS, AND AS IT STANDS. SANPARKS DOES NOT GIVE ANY WARRANTY, GUARANTEE OR UNDERTAKING OF ANY NATURE, NOR DOES IT MAKE ANY REPRESENTATION OR INDUCEMENT WHATSOEVER IN REGARDS TO THE RHINO GENERALLY, NOR AS TO ITS TYPE, AGE, FITNESS, SUITABILITY FOR ANY PARTICULAR LOCATION OR BREEDING PLAN, NOR IN RESPECT OF ITS HEALTH, CONDITION, PHYSICAL CAPABILITY TO ADAPT TO ANY PARTICULAR ENVIRONMENT OR ECO-SYSTEM (WHETHER OR NOT THAT PARTICULAR PURPOSE IS OR COULD BE DEEMED TO BE KNOWN TO SANPARKS), OTHER THAN ANY WARRANTY OR GUARANTEE THAT MAY HAVE BEEN EXPRESSLY GIVEN IN WRITING BY SANPARKS UNDER THE SIGNATURE OF SANPARKS. SANPARKS SHALL BE DEEMED UNAWARE OF ANY PARTICULAR PURPOSE FOR WHICH THE RHINO OR ANY PROGENY (IF ANY) THERE FROM IS REQUIRED BY THE BIDDER.

3.3 THE BIDDER HEREBY INDEMNIFIES SANPARKS AND HOLDS IT HARMLESS AGAINST ANY CLAIM BROUGHT AGAINST SANPARKS BY ANY THIRD PARTY ARISING OUT OF THE UNSUITABILITY OR INADEQUACY OF OR ANY DEFECT IN THE RHINO PURCHASED BY THE BIDDER, SANPARKS BEING FREE OF ALL LIABILITY.

3.4 THESE CONDITIONS OF SALE ARE THE COMPLETE AND FINAL RECORD OF THE TERMS OF THE SALE AND UNLESS ANY WARRANTIES, UNDERTAKINGS OR REPRESENTATIONS ARE SET OUT HEREIN, THEY ARE EXCLUDED.

4 FOREIGN BIDDERS

4.1 FOREIGN BIDDERS SHOULD NOTE THAT IMPORT PERMITS ARE NOT AUTOMATICALLY GRANTED BY RECEIVING COUNTRIES, AS WHITE RHINOS ARE LISTED UNDER CITES APPENDIX II. THEREFORE, THE BIDDER MUST OBTAIN THE NECESSARY CITES PERMITS AND CLEARANCES BEFORE TRANSPORTATION OF ANY RHINO.

4.2 FOREIGN BIDDERS MUST MAKE ARRANGEMENTS REGARDING PAYMENT WELL IN ADVANCE OF THE FINAL DATE OF THE BID.

4.3 FOREIGN BIDDERS SHOULD AVAL THEMSELVES OF THE INSURANCE FACILITIES IN THE REPUBLIC OF SOUTH AFRICA, AS THE RISK PASSES TO SUCH A BIDDER AT THE SIGNING OF THE SALE AGREEMENT.
SITE EVALUATION

5.1 SANPARKS REMINDS PROSPECTIVE BIDDERS THAT IT IS A STIPULATED PREREQUISITE FROM THE PROVINCIAL NATURE CONSERVATION AUTHORITIES THAT AN ECOLOGICAL INVESTIGATION BE CONDUCTED ON THE PROPOSED PROPERTY TO WHICH THE RHINO ARE TO BE RELOCATED TO ENSURE THE SUITABILITY OF THIS PROPERTY FOR THE WHITE RHINO APPLIED FOR.

5.2 AN ACCREDITED PROFESSIONAL MEMBER OF THE SOUTHERN AFRICAN INSTITUTE OF ECOSYSTEM AND ENVIRONMENTAL SCIENTISTS MUST CONDUCT THE ECOLOGICAL INVESTIGATION.

5.3 THE SALE OF RHINO IS SUBJECT TO ASSESSING THE SUITABILITY OF PROPERTIES AS STRONGHOLDS FOR RHINO. SANPARKS APPLY PROPER DUE DILIGENCE IN THE FORM OF A HOLISTIC ASSESSMENT OF THE DESIGNATED LAND PROPERTY BEFORE ANY LARGE NUMBERS OF RHINO (EITHER MORE THAN 20 ANIMALS IN A SINGLE PURCHASE OR 20 ANIMALS OVER A PERIOD OF TIME IN THE CASE OF A SERIAL PURCHASER) WILL BE SOLD TO PROSPECTIVE BUYERS. THE FOLLOWING ASSESSMENT CRITERIA APPLY;

5.3.1 Properties - adequate properties, few boundaries with public roads, and surrounded by low human density.

5.3.2 Rhino distribution - white rhino must have been kept on the property for longer than 5 years with good breeding success.

5.3.3 Habitat - the habitat must be suitable for white rhino with grasslands, scrublands and trees providing food and for other social needs. Where open natural water is absent, boreholes must provide enough water.

5.3.4 Rhino management history - the property must have infrastructure which provide opportunities for free-ranging conservation husbandry.

5.3.5 Legal history - the property and its managers must have no known links or history to illegal wildlife activities or any to form of crime or wildlife trafficking.

5.3.6 Security management - the area must be well resourced with vehicles and trained staff with high security and good fence management attuned to the requirements for protecting rhino.

5.4 UPON SUCCESSFUL SCREENING IN ACCORDANCE TO THE ABOVE-MENTIONED STIPULATION 1.4 FOR PROVISIONAL APPROVAL, THE PROPERTIES OF BIDDERS BIDDING FOR 20 (TWENTY) OR MORE RHINOS WILL BE VISITED FOR A SITE EVALUATION, INCLUDING A HABITAT SUITABILITY AND SECURITY ASSESSMENT REPORT. THE SITE EVALUATION WILL TAKE PLACE AFTER THE SCREENING OF INFORMATION REGARDING THE END DESTINATION WHERE THE RHINO WILL BE KEPT AND THE PURPOSE OR OBJECTIVE OF ACQUIRING THE RHINOS.

5.5 UPON THE SUCCESSFUL HABITAT SUITABILITY AND SECURITY ASSESSMENT, BIDDERS BIDDING FOR 20 (TWENTY) OR MORE RHINOS WILL BE REQUIRED TO SIGN A MEMORANDUM OF AGREEMENT AND SUBMIT A RHINO MANAGEMENT PLAN IN ACCORDANCE WITH SANPARKS’ GUIDELINES.

6 LIABILITIES AND INDEMNITY

6.1 ALL RISK IN AND TO A RHINO PASSES FROM SANPARKS TO THE BIDDER IMMEDIATELY UPON SANPARKS HAVING COMPLETED THE LOADING OF SUCH RHINO INTO THE TRANSPORTATION UNIT (CRATE) DESTINED FOR LOADING INTO A TRANSPORTATION VEHICLE.
6.2 SANPARKS SHALL NOT BE RESPONSIBLE FOR ANY CLAIM, LOSS OR DAMAGE WHATSOEVER AND ARISING SUBSEQUENT TO A RHINO BEING LOADED INTO A TRANSPORTATION UNIT (CRATE) OR FROM ANY FAILURE BY ANY BIDDER TO MAKE PROPER PROVISION FOR THE HOLDING, MAINTENANCE AND CARE OF THE RHINO SUBSEQUENT TO THIS HAVING BEEN LOADED INTO THE TRANSPORTATION UNIT (CRATE), AND THE BIDDER HEREBY INDEMNIFIES SANPARKS AND HOLDS IT HARMLESS AGAINST ANY CLAIM IN THIS REGARD.

7 CLAIMS

7.1 A BIDDER SHALL NOT BE ENTITLED TO SET OFF AGAINST THE PURCHASE PRICE ANY CLAIM HE MAY HAVE AGAINST SANPARKS.

7.2 RHINOS DYING AFTER THEIR LOADING INTO THE TRANSPORTATION UNIT (CRATE) WILL NEITHER BE REPLACED, NOR WILL THE BIDDER BE REFUNDED THE COSTS OF SUCH DEAD RHINO, UNLESS SANPARKS IN ITS SOLE DISCRETION SHOULD OTHERWISE DECIDE. ANY DECISION MADE BY SANPARKS IN THIS REGARD SHALL BE FINAL AND BINDING ON THE BIDDER.

7.3 THE BIDDER SHALL HAVE NO CLAIM AGAINST SANPARKS FOR DAMAGE TO OR LOSS OF ANY RHINO HORN, WHICH MAY OCCUR DURING HOLDING IN THE TRANSPORTATION UNIT (CRATE), THE ON-LOADING OF THE TRANSPORTATION UNIT (CRATE) ONTO THE TRANSPORTATION VEHICLE, TRANSPORTATION OR OFF-LOADING ACTIVITIES.

7.4 IN THE EVENT THAT SANPARKS IN ITS DISCRETION DECIDES TO REPLACE A RHINO THAT HAS DIED OR IS ORDERED TO DO SO BY ANY COMPETENT AUTHORITY OR COURT, THE BIDDER SHALL HAND BACK TO SANPARKS THE HОРNS OF THE RHINO REPLACED.

8 PERMITS


CITES Exporting Authority in RSA is:

Department of Conservation and Agriculture - Nature Conservation
P.O. Box 8769, Johannesburg, 2000, RSA (Gauteng Province)
Phone: (011) 355 1207Fax: (011) 355 1239

8.2 QUARANTINE IS NOT REQUIRED IF THE FINAL DESTINATION IS WITHIN THE BOUNDARIES OF THE RSA. THE SOUTH AFRICAN VETERINARY AUTHORITIES REQUIRE NO QUARANTINE PERIOD UNLESS SO SPECIFIED BY THE IMPORTING COUNTRY IN THE IMPORT PERMIT.

8.3 A VETERINARY TRANSPORT PERMIT FOR MOVEMENT WITHIN THE RSA CAN BE OBTAINED FROM THE STATE VETERINARIAN, SKUKUZA:

Dr Lin-Marie de Klerk Lorist
P O Box 12
Skukuza
1350
Phone (013) 7355 641/2
Fax (013) 735 5155

Such a permit must accompany the rhinos when they are transported out of the Kruger National Park.

8.4 VETERINARY HEALTH CERTIFICATES CAN BE OBTAINED FROM THE STATE VETERINARIAN, SKUKUZA UPON REQUEST.

8.5 WRITTEN PERMISSION FROM THE PROVINCIAL CONSERVATION AUTHORITIES TO KEEP A RHINO WITHIN THE RSA MUST BE SUBMITTED BY A BIDDER TO SANPARKS WITH THE BID AS APPLICABLE IN TERMS OF PARAGRAPH 1.12.

9 TRANSPORTATION

9.1 ANY RHINO CONFINED IN A BOMA AFTER THE LOADING OF SUCH RHINO INTO A TRANSPORTATION UNIT (CRATE), WHETHER AT THE BIDDER'S REQUEST OR FOR ANY OTHER REASON, SHALL BE SO CONFINED ENTIRELY AT THE BIDDER’S RISK AND EXPENSE.

9.2 SANPARKS MAY AGREE WITH A BIDDER IN WRITING TO TRANSPORT THE RHINOS TO THEIR DESTINATION WITHIN THE RSA AS INDICATED BY THE BIDDER AND AT THE COST OF THE BIDDER. REGARDING A RHINO TRAVELLING INTERNATIONALLY A BIDDER MAY INDICATE THE PORT OF DEPARTURE AS ITS DESTINATION WITHIN THE RSA. THE COST OF TRANSPORTATION BY SANPARKS SHALL BE AT A NOMINAL FEE PER KILOMETRE TRAVELLED FOR EACH VEHICLE. TRANSPORT ROUTES WILL BE DETERMINED BY SANPARKS AT ITS OWN DISCRETION IN THE INTEREST OF EFFECTIVE DELIVERY.

9.3 UNLESS OTHERWISE AGREED IN TERMS OF PARAGRAPH 9.2, THE BIDDER SHALL AT ALL TIME CARRY ALL RISKS ASSOCIATED WITH THE TRANSPORT THE RHINOS BY WHOMSOEVER AND SHALL BE RESPONSIBLE FOR ALL COSTS TO BE INCURRED IN THIS REGARD. THE BIDDER SHALL ALSO BE RESPONSIBLE TO ENSURE THAT THE RHINO ARE TRANSPORTED IN VEHICLES AND IN CONTAINERS AND IN A MANNER APPROVED BY SANPARKS.


9.5 THE BIDDER SHOULD INSPECT AND COUNT HIS PURCHASES, SIGN AND RECORD ANY COMMENT ON THE DELIVERY NOTE BEFORE OFF-LOADING WILL TAKE PLACE.

10 JURISDICTION

10.1 THE BIDDER SHALL ACCEPT THE JURISDICTION OF THE MAGISTRATE’S COURT.

10.2 THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE RSA AND ANY DISPUTE REGARDING THE CONTRACT SHALL BE SETTLED IN THE LAW COURTS OF THE RSA.

10.3 THE ADDRESS IN THE RSA SPECIFIED IN THE FORM OF THE SALE SHALL BE THE DOMICILIUM CITANDI ET EXECUTANDI OF THE BIDDER.

11 INFORMATION

11.1 SHOULD ANY FURTHER INFORMATION BE REQUIRED, THE FOLLOWING PERSON CAN BE CONTACTED:
12 NEGOTIATIONS

12.1 SANPARKS RESERVES THE RIGHT TO NEGOTIATE ANY PART OF THE BID WITH ANY BIDDER BEFORE AWARDING A CONTRACT AND ENTERING INTO A SALE AGREEMENT.

13 CESSION

13.1 THE BIDDER SHALL NOT BE ENTITLED TO TRANSFER, ASSIGN OR CEDE THIS CONTRACT OR THE SALE AGREEMENT OR ANY PARTS THEREOF TO ANY OTHER PERSON WITHOUT THE WRITTEN CONSENT OF SANPARKS AND THEN ONLY ON SUCH CONDITIONS AS SANPARKS MAY APPROVE.

14 ACCEPTANCE OF BIDS

14.1 THE DECISION TO ACCEPT ANY BID WILL REST ENTIRELY WITHIN THE DISCRETION OF SANPARKS.

15 FAILURE TO EXECUTE A CONTRACT

15.1 SHOULD A SUCCESSFUL BIDDER FAIL TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THE OFFER DOCUMENT OR OF THESE CONDITIONS OF SALE OR THE SALE AGREEMENT, HE SHALL PAY ALL ADDITIONAL EXPENSES WHICH SANPARKS MAY HAVE TO INCUR IN CALLING FOR FRESH BIDS OR PAY THE DIFFERENCE BETWEEN HIS BID AND A LESS FAVOURABLE BID SUBSEQUENTLY ACCEPTED BY SANPARKS. THE SUCCESSFUL BIDDER WILL ALSO IN THIS INSTANCE BE LIABLE FOR ALL AND ANY DAMAGES AS MAY BE SUFFERED BY SANPARKS AS A RESULT THEREOF. THIS INCLUDES BUT IS NOT LIMITED TO DEMURRAGE FEES ACCRUED BEFORE CANCELLATION NOTIFICATION TO SANPARKS.
REGISTRATION FORM

I hereby undertake to submit to these conditions as stated above, should I do any purchase at this sale.

OWNER

<table>
<thead>
<tr>
<th>Full First Name:</th>
<th>Nickname:</th>
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<tbody>
<tr>
<td>Surname:</td>
<td>ID No.:</td>
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<tr>
<td></td>
<td>VAT Number:</td>
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Contact Details:

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>Work</th>
<th>Home</th>
<th>Farm</th>
</tr>
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<tbody>
<tr>
<td>Cell:</td>
<td>Fax</td>
<td>Email</td>
<td></td>
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</tbody>
</table>

Postal Address

DETAILS OF PRINCIPAL IF BUYING ON BEHALF OF A PRINCIPAL

<table>
<thead>
<tr>
<th>Name</th>
<th>Reg./ ID No.:</th>
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</table>

Contact Details:

<table>
<thead>
<tr>
<th>Telephone</th>
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<th>Home</th>
<th>Farm</th>
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<tr>
<td>Cell</td>
<td>Fax</td>
<td>Email</td>
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Banking Details:

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Branch</th>
<th>A/c No.:</th>
</tr>
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Destination of Rhinos:

<table>
<thead>
<tr>
<th>Registered Farm Name</th>
<th>Farm Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>District</td>
<td>Province</td>
</tr>
</tbody>
</table>

LOCAL CONSERVATION AUTHORITY

<table>
<thead>
<tr>
<th>Province</th>
<th>Town</th>
<th>District</th>
</tr>
</thead>
</table>

Contact Details:

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<tr>
<th>Telephone</th>
<th>Work</th>
<th>Home</th>
<th>Farm</th>
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<tr>
<td>Cell</td>
<td>Fax</td>
<td>Email</td>
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</table>

I hereby understand and accept the conditions as stipulated in the Document Reference: 13/1/1/1: BPP 2015.

Signed by me on this ______ day of ___________ 2014

Signature: Print Name
Offer to Purchase White Rhinos – Best Price Principle

WHEREAS SANParks approached reputable buyers and third parties who disclosed their interest to SANParks for offers to purchase white rhino from the Kruger National Park from bomas or veld-to-veld;

AND WHEREAS the BIDDER wishes to make an offer before or on 15 October 2014 to purchase white rhino (Ceratotherium simum) as per boma or veld-to-veld from SANParks;

NOW THEREFORE the BIDDER submits an offer to SANParks to purchase white rhino from SANParks on the basis set out in this Offer read with the attached Conditions of Sale;

1. BIDDER’s DETAILS:

Personal identification detail:
Name of Bidder: ……………………………………………………………………
Registration Number: ………………………………………………………………
TOPS Standing Permit Number: …………………………………………………
Physical Address: …………………………………………………………………
Postal Address: ……………………………………………………………………

Contact detail:
Tel: …………………………………………………………………………………
Fax: …………………………………………………………………………………
Cell: …………………………………………………………………………………
E-mail: ………………………………………………………………………………
Name of Contact Person: ……………………………………………………………
Capacity: ……………………………………………………………………………

2. BIDDER’s OFFER:

The Bidder hereby offers to purchase the following white rhino from SANParks at the prices referred to in the table below.
3. PURPOSE OF ACQUIRING ANIMALS

3.1 Bidders are required to submit information regarding the purpose or objective of acquiring the rhinos;

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

4. SPECIFIC TERMS TO APPLY TO BIDDER’S OFFER

The bidder hereby agrees that the following terms and conditions shall apply to this Offer:

4.1 The SANParks Sale of White Rhino Conditions of Sale attached to this Offer shall apply to this Offer.

4.2 SANParks shall be entitled in its absolute discretion to accept or to reject this Offer in whole or in part.

4.3 This Offer, if accepted by SANParks, shall be subject to the suspensive condition that the bidder and SANParks sign a sale agreement for the sale of all or some of the white rhino referred to in this Offer, on terms and conditions acceptable to SANParks, within a period of 10 calendar days after SANParks advising the bidder in writing of SANParks’ acceptance of the Offer, failing which this Offer will lapse and be of no further force or effect.

4.4 If a sale agreement is validly concluded on the basis of Best Price Principle and functionality consideration, then the capture of white rhino by SANParks will take place randomly during March to

<table>
<thead>
<tr>
<th>Numbers available per age group</th>
<th>Number required</th>
<th>Price per animal</th>
<th>Total Price (Excluding VAT)</th>
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<tbody>
<tr>
<td>Sub adult female (2 – 4 years)</td>
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<td></td>
</tr>
<tr>
<td>Sub adult male (2 – 5 years)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Young adult female (5 – 7 years)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Young adult male (6 – 10 years)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Adult male (10 years and older)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult female + heifer calf (14 months +)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adult female + bull calf (14 month +)</td>
<td></td>
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</table>
October 2015 in the Kruger National Park and no selection for horn size will take place during the capture and the ages will be determined by SANParks.

4.5 Subject to clause 4.6, the sales price owing for the purchase of all of the white rhino shall be paid to SANParks, in cash, without deduction or set–off, in accordance with the sale agreement, and into a bank account nominated by SANParks, seven days prior to any capture of white rhino commencing.

4.6 To the extent that the sales price owing for young adult bulls included in any sale cannot be determined at the time that the sale agreement is concluded (by virtue of the fact that such sales price of such young adult bull/s needs to be determined with reference to its horn length at the time of capture), the bidder agrees that:

4.6.1 a minimum deposit for such young adult bull/s as stipulated in the sale agreement will be paid to SANParks in accordance with clause 4.5 above;

4.6.2 upon SANParks determining the length of the horn and the age of such young adult bull/s on the day of the capture and calculating the final price owing to SANParks for the rhino bull/s purchased by the bidder, the bidder will pay to SANParks the final price so determined less any deposit amount paid in terms of clause 4.5 above;

4.6.3 the amounts owing in terms of clause 4.6.2 will be paid by the bidder immediately upon request being made by SANParks on the day of the capture, in cash, without deduction or set–off, and by way of bank guaranteed cheque or electronic transfer;

4.6.4 SANParks will be under no obligation to allow the rhino or any number thereof to move out of the control of SANParks on the day of the capture unless and until it is satisfied that all amounts owing for all of the rhino have been paid.

4.6.5 SANParks does not guarantee that the numbers, sexes or ages of the white rhino as set out in this offer will be available and SANParks retains the right to provide less rhino than set out in this offer, in which event SANParks will refund the excess of the sales price to the Bidder.

5. **COMPLIANCE WITH APPLICABLE LEGISLATION**

5.1 In making this Offer and in subsequently agreeing to contract with SANParks to purchase all or some of the white rhino referred to in this Offer, the bidder undertakes and agrees that the bidder will adhere to all applicable national and provincial legislation, regulations and guidelines as may apply to the sale, transport, delivery and subsequent possession, management and use of the white rhino.

5.2 As such the bidder agrees, insofar as any such provisions will apply to the sale of the white rhino;

5.2.1 to comply with the provisions of the National Environmental Management: Biodiversity Act No. 10 of 2004 ("the NEMBA") as well as the Threatened or Protected Species Regulations promulgated under the National Environmental Management: Biodiversity Act No. 10 of 2004 (in GN R 152/ GG 29657/20070223) ("the TOPS Regulations");

5.2.2 to comply with the provisions of all applicable provincial legislation;

5.2.3 to apply for and to be in possession of all permits as may be required under the said national and provincial legislation, regulations and guidelines, at the time of the intended capture and delivery of the white rhino to the bidder, or such earlier time as may be specified by SANParks;
5.3 where a permit is issued subject to conditions, the bidder shall prove to the satisfaction of SANParks that the bidder has complied with all such permit conditions;

5.4 adherence to the sale requirements, including a habitat suitability and security assessment, Memorandum of Agreement, and Rhino Management Plan.

Signature: ……………………………………………..                   Date: …………………..

FULL NAME: ……………………………………………………………………………………………………………………………………………………

(O.b.o. the Bidder and hereby Warranting his/her authority to sign)
I hereby undertake to submit to these conditions as stated above, should I do any purchase at this sale.

<table>
<thead>
<tr>
<th><strong>OWNER</strong></th>
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<tbody>
<tr>
<td>Full First Name:</td>
<td></td>
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<tr>
<td>Surname:</td>
<td>Nickname:</td>
</tr>
<tr>
<td>ID No.:</td>
<td>VAT Number:</td>
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<tr>
<th><strong>Contact Details:</strong></th>
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<tbody>
<tr>
<td>Telephone: Work</td>
<td>Home Farm</td>
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<tr>
<td>Cell:</td>
<td>Fax Email</td>
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<tr>
<th><strong>DETAILS OF PRINCIPAL IF BUYING ON BEHALF OF A PRINCIPAL</strong></th>
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<tbody>
<tr>
<td>Name</td>
<td>Reg./ ID No.:</td>
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<tr>
<td>Contact Details:</td>
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<tr>
<td>Telephone</td>
<td>Work</td>
</tr>
<tr>
<td>Cell</td>
<td>Fax Email</td>
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<tr>
<td>Banking Details:</td>
<td></td>
</tr>
<tr>
<td>Bank Name</td>
<td>Branch</td>
</tr>
<tr>
<td>Destination of Rhinos:</td>
<td></td>
</tr>
<tr>
<td>Registered Farm Name</td>
<td>Farm Number</td>
</tr>
<tr>
<td>District</td>
<td>Province</td>
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<tr>
<th><strong>LOCAL CONSERVATION AUTHORITY</strong></th>
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<tbody>
<tr>
<td>Province</td>
<td>Town District</td>
</tr>
<tr>
<td>Contact Details:</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>Work</td>
</tr>
<tr>
<td>Cell</td>
<td>Fax Email</td>
</tr>
</tbody>
</table>

I hereby understand and accept the conditions as stipulated in the Document Reference: 13/1/1/1: BPP 2015.

Signed by me on this ________ day of _______________ 2014

Signature: 
Print Name: 

ANNEX A: BID INVITATION

- This section refers to page 1 to 9 of the bid document.
ANNEX B: SARS TAX CLEARANCE CERTIFICATE OR SBD2

- An original and valid SARS Tax Clearance Certificate must be furnished, OR
- SBD2 Tax Clearance Certificate Requirement (if Original and Valid Tax Clearance Certificate above is not submitted.

NB: The purpose of requesting this regulatory document is mainly to ensure that the organisation (SANParks) only enters into any business decision with individual(s) / company(s) / organisation(s) which their tax matters are in order with South African Revenue Services (SARS).
ANNEX C: FIRM PRICES (SALE OF GOODS/WORKS)

NB: This document must be completed in conjunction with OFFER TO PURCHASE as attached from page 13 to 17

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

Name of bidder........................................... Bid number.................................................................
Closing Time 11:00 Closing date…15 October 2014.................................

OFFER TO BE VALID FOR…90……DAYS FROM THE CLOSING DATE OF BID.

BIDDER TO CONFIRM IF THE OFFER TO PURCHASE IF FIRM FOR 90 DAYS

Is the submitted offer to purchase firm: YES NO

DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

........................................... ...........................................
Signature Date

........................................... ...........................................
Position Name of bidder
DECLARATION OF INTEREST

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

   - the bidder is employed by the state; and/or

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

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

   2.1 Full Name of bidder or his or her representative: ..........................................................

   2.2 Identity Number: ..........................................................................................................

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

   2.4 Company Registration Number: .............................................................................

   2.5 Tax Reference Number: ..........................................................................................

   2.6 VAT Registration Number: .....................................................................................

   2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –
   (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
   (b) any municipality or municipal entity;
   (c) provincial legislature;
   (d) national Assembly or the national Council of provinces; or
   (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?  

   YES / NO

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member: ........................................

Name of state institution at which you or the person connected to the bidder is employed: ........................................

Position occupied in the state institution: ........................................

Any other particulars:
..............................................................................................................
..............................................................................................................
..............................................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
..............................................................................................................
..............................................................................................................
..............................................................................................................

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
..............................................................................................................
..............................................................................................................
..............................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.
..............................................................................................................
..............................................................................................................
..............................................................................................................

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.
..............................................................................................................
..............................................................................................................
..............................................................................................................

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

2.11.1 If so, furnish particulars:

…………………………………………………………………………….
…………………………………………………………………………….
…………………………………………………………………………….

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
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<tbody>
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</table>

DECLARATION

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

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

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

......................................................... .................................................................
Signature                           Date

......................................................... .................................................................
Position                           Name of bidder

May 2011

....
PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution) in accordance with the requirements stipulated in (bid number) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, viz
       - Invitation to bid;
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Declaration of interest;
       - Declaration of bidder’s past SCM practices;
       - Special Conditions of Contract;
   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)………………………………………….
CAPACITY………………………………………….
SIGNATURE………………………………………….
NAME OF FIRM………………………………………….
DATE………………………………………….

WITNESSES
1. …………………………
2. …………………………
   ..
PART 2 (TO BE FILLED IN BY THE SELLER)

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

2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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</tbody>
</table>

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

SIGNED AT ................................................... ON ..................................................

NAME (PRINT) ..................................................

SIGNATURE ..................................................

OFFICIAL STAMP

WITNESSES
1. ........................................

2. ........................................
ANNEX F: SBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN PRACTICES

NB: This statutory document is mainly intended for bidder(s) to indicate any of their previous SCM practices or business with the purpose of confirming that in such practices the bidder(s) was never found guilty of any conduct resulting to be listed or registered on Treasury Database of Restricted Suppliers.

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<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? (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 <em>audi alteram partem</em> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<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?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
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:

---

**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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<td>……………………………………………………………</td>
<td>……………………………………………………………</td>
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<table>
<thead>
<tr>
<th>Position</th>
<th>Name of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>……………………………………………………………</td>
<td>……………………………………………………………</td>
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<tr>
<td>Js365bW</td>
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</tbody>
</table>

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ANNEX G: SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NB: The purpose of this statutory document is to give emphasis to the bidder(s) that price determination for this sale has to be an individual business decision, and as such bidder(s) are required to declare as per this document their independent bid price determination.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

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:
________________________________________________________________________
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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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.

.................................................................
SignatureDate

.................................................................
Position Name of Bidder

Js914w 2
ANNEX H: ATTACH COMPANY PROFILE

- Attached company profile at this section or annexure.

NB: To enable SANParks to know the nature of business which the bidder(s) is involved in, it is believed that the company or business profile can share a light, hence it is requested of the bidder(s) to attach their business or company profile at under this annexure.
ANNEX I: COMPANY REGISTRATION DOCUMENTS (CIPC/CIPRO)

- Certified copies (copy with original stamp) of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of close corporation
- Certified copies (copy with original stamp) of all latest share certificates, in case of a compan
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

• The General Conditions of Contract will form part of all bid documents and may not be amended.

• Special Conditions of Contract (SCC) relevant to a specific Bid, should be compiled separately for every bid (if Applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
# TABLE OF CLAUSES

1. Definitions  
2. Application  
3. General  
4. Standards  
5. Use of contract documents and information; inspection  
6. Patent rights  
7. Performance security  
8. Inspections, tests and analysis  
9. Packing  
10. Delivery and documents  
11. Insurance  
12. Transportation  
13. Incidental services  
14. Spare parts  
15. Warranty  
16. Payment  
17. Prices  
18. Contract amendments  
19. Assignment  
20. Subcontracts  
21. Delays in the supplier’s performance  
22. Penalties  
23. Termination for default  
24. Dumping and countervailing duties  
25. Force Majeure  
26. Termination for insolvency  
27. Settlement of disputes  
28. Limitation of liability  
29. Governing language  
30. Applicable law  
31. Notices  
32. Taxes and duties  
33. National Industrial Participation Programme (NIPP)  
34. Prohibition of restrictive practices
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 Countervailing duties are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf, of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or
industrial design rights arising from use of the goods or any part thereof by the purchaser.

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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare Parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already
specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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

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

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

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

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

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such
termination will not prejudice or affect any right of action or remedy which has accrued or will accrued 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other document pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the
address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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.
ANNEX K: RECORD OF ADDENDA ISSUED TO BIDDERS BEFORE THE BID CLOSING DATE

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his representative before the closing date for submission of this tender offer have been taken into account in this tender offer.

<table>
<thead>
<tr>
<th>ADDENDUM NO</th>
<th>DATE RECEIVED</th>
<th>TITLE OR DETAILS</th>
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SIGNATURE: .................................................. DATE: .....................
(of person authorized to sign on behalf of the Tenderer)
BID RESPONSE SCHEDULE OF ALL RETURNABLE DOCUMENTS

**Very important:** Bidders are requested to arrange their bid proposal and attach all returnable documents in the following sequence. This will enable the evaluation committee to easily find your response for ease evaluation.

<table>
<thead>
<tr>
<th>Item No.:</th>
<th>Description of the returnable document</th>
<th>Annexure where the document should be placed / attached</th>
<th>Are the documents attached as indicated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>SBD 1: Bid Invitation</td>
<td>Annexure A or 1</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>SBD 2: Tax Clearance Certificate</td>
<td>Annexure B or 2</td>
<td>Yes</td>
</tr>
<tr>
<td>3.</td>
<td>Sale of Goods/Works – Firm Price</td>
<td>Annexure C or 3</td>
<td>Yes</td>
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<tr>
<td>4.</td>
<td>SBD 4: Declaration of Interests</td>
<td>Annexure D or 4</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>SBD 7.3: Contract Form – Sale of Goods/Works</td>
<td>Annexure E or 5</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>SBD 8: Declaration of bidder’s Past Supply Chain Practices</td>
<td>Annexure F or 6</td>
<td>Yes</td>
</tr>
<tr>
<td>7.</td>
<td>SBD 9: Certificate if Independent Bid Determination</td>
<td>Annexure G or 7</td>
<td>Yes</td>
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<tr>
<td>8.</td>
<td>Attach Company Profile</td>
<td>Annexure H or 8</td>
<td>Yes</td>
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<tr>
<td>9.</td>
<td>Company Registration Documents: Certified copies [Copy with original stamp] of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of a CC. Certified copies [Copy with original stamp] of all latest share certificates, in case of a company.</td>
<td>Annexure I or 9</td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td>General Conditions of Contract – every page initialled by the bidder</td>
<td>Annexure J or 10</td>
<td>Yes</td>
</tr>
<tr>
<td>11.</td>
<td>Record of Addenda issued to bidders before the bid closing date</td>
<td>Annexure K or 11</td>
<td>Yes</td>
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<tr>
<td>12.</td>
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<td>Annexure L or 12</td>
<td>Yes</td>
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<td>13.</td>
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<td>Annexure M or 13</td>
<td>Yes</td>
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<td>14.</td>
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<td>Annexure N or 14</td>
<td>Yes</td>
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<td>Annexure O or 15</td>
<td>Yes</td>
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<td>16.</td>
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<td>Annexure P or 16</td>
<td>Yes</td>
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<td>17.</td>
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<td>Annexure Q or 17</td>
<td>Yes</td>
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</tbody>
</table>