RENTAL OF DRY MILLING FACILITY IN THE DURBAN/PIETERMARITZBURG AREA FOR THE MANUFACTURING OF SCHOOL DESKS AND OTHER FURNITURE, ECO FURNITURE PROGRAMME

CONTRACT NO: SP-GK-0594/11

TENDER DOCUMENT

ISSUED BY:
MS ELDAH PHATHWA
SENIOR MANAGER: ACQUISITION
SOUTH AFRICAN NATIONAL PARKS
P.O. BOX 787
PRETORIA
0001

NAME OF TENDERER: ........................................................................................................
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<tr>
<th>Description</th>
<th>Page/s</th>
<th>Tick</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully completed ORIGINAL tender document</td>
<td>All pages</td>
<td></td>
</tr>
<tr>
<td>Written Offer (Price)</td>
<td>5 + 40</td>
<td></td>
</tr>
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### Schedules to be completed:

<table>
<thead>
<tr>
<th>Description</th>
<th>Page/s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Notice</td>
<td>4</td>
</tr>
<tr>
<td>SBD 1: Invitation to Bid</td>
<td>5</td>
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<tr>
<td>Conditions &amp; Undertakings by Bidder</td>
<td>6</td>
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<td>Functionality Information</td>
<td>12</td>
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<td>General Conditions of Bid</td>
<td>17</td>
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<tr>
<td>List of references</td>
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<td>SBD 4: Declaration of Interest</td>
<td>24</td>
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<td>27</td>
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<td>33</td>
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<td>SBD 8: Declaration of Bidder's Past Supply Chain Practices</td>
<td>35</td>
</tr>
<tr>
<td>SBD 9: Certificate of Independent Bid Certification</td>
<td>37</td>
</tr>
<tr>
<td>SBD 3.1 Pricing Schedule (Firm Prices)</td>
<td>45</td>
</tr>
</tbody>
</table>

### Documents to be attached:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original valid Tax Clearance Certificate</td>
</tr>
<tr>
<td>Certified B-BBEE Certificate (if preference points are claimed)</td>
</tr>
<tr>
<td>Certified copy of company registration form</td>
</tr>
<tr>
<td>Drawings of facilities (detail) with sizes of various elements</td>
</tr>
<tr>
<td>• Site lay-out</td>
</tr>
<tr>
<td>• Buildings lay-out and sizes</td>
</tr>
<tr>
<td>• Etc.</td>
</tr>
<tr>
<td>Joint Venture:</td>
</tr>
<tr>
<td>• To provide Joint Venture Agreement</td>
</tr>
<tr>
<td>• To provide relevant documentation for both companies that from the JV, i.e. tax clearance, company registration form</td>
</tr>
<tr>
<td>Functionality documentation to include:</td>
</tr>
<tr>
<td>• Completed functionality schedule in tender document</td>
</tr>
<tr>
<td>• Drawings/map of facility</td>
</tr>
<tr>
<td>• Certificate of Compliance for Electrical Installations of site</td>
</tr>
<tr>
<td>• Certificate of Compliance for Fire Protection/Fighting on site</td>
</tr>
<tr>
<td>Company profile</td>
</tr>
<tr>
<td>Copy of draft Lease Agreement for facility</td>
</tr>
</tbody>
</table>
1. The Tender

1.1 Tendering Procedure

a) Tender Notice

YOU ARE HEREBY INVITED TO SUBMIT BIDS FOR THE REQUIREMENTS OF SOUTH AFRICAN NATIONAL PARKS

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>SP-GK-0594/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLOSING DATE:</td>
<td>24 APRIL 2015</td>
</tr>
<tr>
<td>CLOSING TIME:</td>
<td>11:00 AM</td>
</tr>
<tr>
<td>BID VALIDITY PERIOD:</td>
<td>90 days (commencing from the RFB Closing Date)</td>
</tr>
<tr>
<td>DESCRIPTION OF BID:</td>
<td>RENTAL OF DRY MILLING FACILITY IN THE DURBAN/PIETERMARITZBURG AREA FOR THE MANUFACTURING OF SCHOOL DESKS AND OTHER FURNITURE, ECO FURNITURE PROGRAMME</td>
</tr>
</tbody>
</table>

BID DOCUMENTS DELIVERY ADDRESS:

TENDER BOX
SOUTH AFRICAN NATIONAL PARKS
643 LEYDS STREET
MUCKLENEUK
0002

For Attention: Mr Eldah Phathwa

NB: Bidders must ensure that they sign the register at the Entrance Gate Security Office at Groenkloof when submitting the bids.

NAME OF BIDDER

CONTACT PERSON

E-MAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

BIDDER’S STAMP

Bidders should ensure that Bids are delivered on time to the correct address as stated above. If the bid is late, it shall not be accepted for consideration. SANParks’ tender box is generally accessible 24 hours a day; 7 days a week (Monday to Sunday). Bidders must ensure that they sign the register at the security gate when delivering their bids. In the case of posted bids, such bids must be clearly addressed for the attention of Ms Eldah Phathwa and bidders must advise their courier companies of the instruction above to avoid misplacement of bid responses.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
b) Invitation to Bid (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN NATIONAL PARKS

BID NUMBER: SP-GK-0594/11  CLOSING DATE: 24 APRIL 2015  CLOSING TIME: 11:00

COMPULSORY CLARIFICATION MEETING: No clarification meeting.

DESCRIPTION: Rental of Dry Milling Facility in the Durban/Pietermaritzburg Area for the manufacturing of school desks and other furniture, Eco Furniture Programme

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7.2 and SANParks Contract)

BID DOCUMENTS MAY BE SENT BY REGISTERED POST OR COURIER TO: Acquisition, South African National Parks, P.O Box 787, Pretoria, 0001 OR South African National Parks, 643 Leyds Street, Muckleneuk, 0002

For attention: Ms Eldah Phathwa

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)

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

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
<td>EMAIL ADDRESS</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>CELLPHONE NUMBER</td>
</tr>
<tr>
<td>FAX NUMBER</td>
<td>VAT REGISTRATION NUMBER</td>
</tr>
<tr>
<td>HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?</td>
<td>YES  NO</td>
</tr>
<tr>
<td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF)</td>
<td>YES  NO</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE (VAT INCL)

TOTAL NUMBER OF ITEMS OFFER
c) Tender Data

1. Conditions and Undertakings by Bidder

1.1 The Bid forms should not be retyped or redrafted but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
   i. Black ink should be used when completing Bid documents.
   ii. Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.

1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SANParks on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.

1.3 I/We agree that -
   i. the offer herein shall remain binding upon me/us and open for acceptance by SANParks during the validity period indicated and calculated from the closing hour and date of the Bid;
   ii. the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

1.4 NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

1.6 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

<table>
<thead>
<tr>
<th>Signature(s) of Bidder or assignee(s)</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of signing person (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Are you duly authorized to sign this bid?</td>
<td></td>
</tr>
<tr>
<td>Name of Bidder [company name] (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Postal address (in block letters) Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Cell Number:</td>
<td>Email Address:</td>
</tr>
</tbody>
</table>
2 Confidential information disclosure notice

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

2.2 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 the SANParks.

2.3 All copyright and Intellectual Property herein vests with the SANParks.

3 Introduction

3.1 Purpose
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 Scope of Work.

3.2 Objectives
The following objectives must be achieved with the implementation of the above required solution:
Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, the 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.

3.3 Queries
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 the SANParks be approached for any information. Any such action may result to disqualification of a response submitted in competition to the RFB. The SANParks reserves the right to place responses to such queries on the website.

<table>
<thead>
<tr>
<th>Name</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eldah Phathwa</td>
<td><a href="mailto:eldah.phathwa@sanparks.org">eldah.phathwa@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 17 April 2015 at 11:00. Questions/enquiries received after 11:00 on 17 April 2015 will not be considered.

3.4 General rules and instructions

3.4.1 Confidentiality
3.4.1.1 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.

3.4.1.2 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 un-registered, or otherwise disclosed or communicated before or after the date of this process.

3.4.1.3 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 the 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.

3.4.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent the SANParks’ confidential information coming into the possession of unauthorised third parties. In protecting the receiving party’s confidential information, the 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.

3.4.1.5 Any documentation, software or records relating to confidential information of the 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:

i. Shall be deemed to form part of the confidential information of the SANParks

ii. Shall be deemed to be the property of the SANParks;

iii. 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

iv. Shall be surrendered to the SANParks on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3.4.2 News and press releases.

3.4.2.1 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 the SANParks.

3.4.3 Precedence of documents

3.4.3.1 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.

3.4.3.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Vendors 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 the 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 the SANParks.

3.4.3.3 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 the SANParks as to which of these stipulations are applicable and to what extent. Vendors 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.
3.4.4 **Preferential Procurement Reform**

3.4.4.1 The SANParks supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, SANParks insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

3.4.4.2 SANParks shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its regulations 2012 to this proposal.

3.4.4.3 Vendors shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity.

3.4.5 **Security clearances**

3.4.5.1 Employees and subcontractors of the vendors **may** be required to be in possession of valid security clearances to the level determined by NIA or the SANParks to 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 vendors shall supply and maintain a list of personnel involved on the project indicating their clearance status.

3.4.6 **Occupational Injuries and Diseases Act 13 of 1993**

3.4.6.1 The Bidder warrants that all its employees (including the employees of any subcontractor 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. The 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 the SANParks.

3.4.7 **Instructions for submitting a proposal**

3.4.7.1 **One (1) original copy** of the Bid shall be submitted on the date of closure of the Bid.

3.4.7.2 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.

3.4.7.3 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

3.4.7.4 Bids 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 Mr Eldah Phathwa.

3.4.7.5 Bids must be submitted on or before the closing date not later than 11h00. **The bids must be dropped in the tender box at the main gate of the Groenkloof National Park, Muckleneuk.** 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.

3.4.7.6 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.

3.4.7.7 Bids received after the time stipulated shall not be considered.

3.4.7.8 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 vendors.

3.4.7.9 No proposal shall be accepted by SANParks if submitted in any manner other than as prescribed above.

3.4.8 Reasons for disqualification
3.4.8.1 The 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:
   i. bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;
   ii. bidders who submitted incomplete information and documentation according to the requirements of this RFB;
   iii. bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.
   iv. bidders who received information not available to other bidders through fraudulent means;
   v. bidders who do not comply with mandatory requirements as stipulated in this RFB
   vi. bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;
   vii. bidders who are listed on the National Treasury’s database of restricted suppliers

3.4.9 Closing of Bids
3.4.9.1 There shall be no public opening of the Bids 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 the SANParks. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.

3.4.9.2 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.

3.4.9.3 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.

3.4.10 Bid preparation
3.4.10.1 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.

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

3.4.11 Oral presentations and briefing sessions
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.
3.5 Tender Evaluation and Responsiveness Criteria for SP-GK-0594/11: Rental of Dry Milling Facility in the Durban/Pietermaritzburg Area for the manufacturing of school desks and other furniture, Eco Furniture Programme

The employer shall:

a) Determine and test each tender offer for responsiveness in accordance with the Conditions of Tender and Tender Data.
b) Check responsive tenders for arithmetical errors, omissions and discrepancies in accordance with the Conditions of Tender and Tender Data.
c) Obtain clarification from a tenderer in accordance with the Conditions of Tenders and Tender Data.
d) Evaluated responsive tenderers in accordance with the Conditions of Tender and Tender Data.

The procedure for the evaluation of tenders is:

FUNCTIONALITY: The functionality of the bidders will be determined as per the elements of the Functionality Scorecard as set later in the document. Bidders need to score at least 70 points in terms of overall functionality in order to be evaluated in the next phase of evaluations, i.e. (Price and Preference).

PRICE: The financial offer will be scored using formula: \[ Ps = 90 \left(1 - \frac{(P - P_m)}{P_m}\right) \]

Where:

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price for bid under consideration.
P = Comparative price of lowest acceptable bid.

PREFERENCE: 10 Points for B-BBEE Status Level of Contribution

Tenders will only be accepted and considered responsive if the following are in place:

1. Signed written offer.
2. The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
3. The tenderer has not:
   a) abused the employer’s supply chain management system; or
   b) failed to perform on any previous contract and has been given a written notice to this effect; and
4. Has completed the standard bid documents and in particular SBD 4, SBD 6.1, SBD 7.2, SBD8 and SBD 9 and the there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
5. The tenderer is required to submit with his tender:
   a) All other certificates and documentation as listed in the List of Returnable Documents.
   b) An original valid Tax Clearance Certificate issued by South African Revenue Services.
   c) Certified copy of Company Registration Form.
   d) A copy of Joint Venture Agreement if applicable.
   e) Documents to evaluate Functionality of Tender.
6. Tenderer has achieved 70 points for Functionality.
FUNCTIONALITY

Bidders Functionality Scorecard: Tender Number: SP-GK-0594/11: Rental of a Dry Milling facility for the manufacturing of school desks and other furniture

The functionality of the bidders will be determined as per the elements of the Functionality Scorecard as set out below. Bidders need to score at least **70 points** in terms of overall functionality in order to be evaluated in the next phase of evaluations (Price and Preference).

Summary of main categories of functionality, detailed requirements and scoring system:

<table>
<thead>
<tr>
<th>A</th>
<th>CAPACITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Item</td>
</tr>
<tr>
<td>1.1</td>
<td>Area/Location</td>
</tr>
<tr>
<td>1.2</td>
<td>Zoning</td>
</tr>
<tr>
<td>1.3</td>
<td>Electricity</td>
</tr>
<tr>
<td>1.4</td>
<td>Water</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>OTHER REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Manufacturing area under Roof</td>
</tr>
<tr>
<td>2.2</td>
<td>Yard size (next to manufacturing area)</td>
</tr>
<tr>
<td>2.2</td>
<td>Yard area under roof</td>
</tr>
<tr>
<td>2.2</td>
<td>Working Height</td>
</tr>
<tr>
<td>2.3</td>
<td>Office and Storage space</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2.4 Loading bays 5 1 loading Bay for Super-link (25 length) and forklift Area must preferably be paved/concreted/hardened/hard surface – suitable to withstand 50 tons 5 – Comply 0 – Not comply

2.5 Accessibility and Security 5 Fencing – Factory Security fencing with access gates suitable for super-link trucks 5 – Comply 0 – Not comply

2.6 Services: Sewage 5 Water-bourne sewer to handle 70 individuals per 12 hour shift 5 – Comply 0 – Not comply

2.7 Ablutions and Eating area 5 Ablutions for male and female 40 – 60 (female) % ratio as per the SA OSHA 5 – Comply 0 – Not comply

2.8 Storm water drainage 5 Adequate storm water drainage from site 5 – Comply 0 – Not comply

2.9 Access 5 Sites must be in close proximity to public transport 5 – Comply 0 – Not comply

2.10 Insurance 5 To be covered by lessor/owner. 5 – Comply 0 – Not comply

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Total Score</td>
<td>100</td>
<td></td>
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</tr>
</tbody>
</table>

**IMPORTANT:** Please note that the following must be submitted and completed as part of the Functionality part of the tender

**Functionality Documentation**

1. Drawings of site & buildings (detail on facilities and sizes)
2. Certificate of Compliance certificates
FUNCTIONALITY REQUIREMENTS FOR SANParks RENTAL OF DRY MILLING FACILITY IN THE DURBAN/PIETERMARITZBURG AREA FOR THE MANUFACTURING OF SCHOOL DESKS AND OTHER FURNITURE, ECO FURNITURE PROGRAMME

SANParks is looking for a tenderer to provide services and facilities as per specification.

A site inspection will be carried out before the tendering process is finalized, for due diligence of the information provided in this tender and to ensure that facilities offered meet all specifications.

1. All facilities and services must be in compliance with the South African OHSA and its Regulations.
2. All facilities to be covered by insurance at the cost of the owner/lessor.
3. The service provider must be able to prove that they have the capacity and experience to provide a professional service to SANParks.

In order to evaluate this, companies are to complete the following document, and provide the information requested (marked in red) as part for the functionality requirement of the tender:

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>DESCRIPTION AND INFORMATION TO INDICATE DETAIL FOR FACILITY TENDERED ON</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td><strong>Area/Location</strong></td>
<td>Durban/ Pietermaritzburg municipal area</td>
</tr>
<tr>
<td></td>
<td>State address of site</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td><strong>Zoning</strong></td>
<td>Industrial for Furniture Manufacture (with Municipal services). Twenty Four (24) hour operation.</td>
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<tr>
<td></td>
<td>State whether in Industrial Zone</td>
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<tr>
<td>1.3</td>
<td><strong>Electricity</strong></td>
<td>3 phase, 380 V, 300 A, Certificate of Compliance (CoC) to be provided</td>
</tr>
<tr>
<td>1.4</td>
<td><strong>Water</strong></td>
<td>Ample supply for fire Fighting – , Certificate of Compliance (CoC) to be provided</td>
</tr>
<tr>
<td>2.1</td>
<td><strong>Manufacturing area under Roof</strong></td>
<td>Need: 2 500 m²</td>
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<tr>
<td></td>
<td>Provide size</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td><strong>Yard size (next to manufacturing area)</strong></td>
<td>Need: 3 000 m²</td>
</tr>
<tr>
<td></td>
<td>Provide size</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Yard area under roof</strong></td>
<td>1,000 of 3,000 under roof x 4 m high (forklift access)</td>
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<td></td>
<td><strong>Working Height</strong></td>
<td>At least 6m</td>
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<tr>
<td></td>
<td><strong>Ventilation</strong></td>
<td>Air intake, dust extraction system in place</td>
</tr>
<tr>
<td></td>
<td><strong>Lighting</strong></td>
<td>Minimum 20 dust proof florescent lights. Double twin tube fittings.</td>
</tr>
</tbody>
</table>
| 2.3 | **Office and Storage space**  
Can be part of Main factory building/separate. In addition to 2000m²  
Included – meeting/boardroom/training room |
|     | Are offices sound proof? (Yes/No) |
| 2.4 | **Loading bays**  
1 loading Bay for Super-link (25 length) and forklift |
|     | Is the area paved or hardened to carry load of 50 tons: Area must preferably be paved/concreted/hardened/hard surface – suitable to withstand 50 tons |
| 2.5 | **Accessibility and Security**  
Fencing – Factory Security fencing with access gates suitable for super-link trucks |
|     | Guard hut for security personnel (Yes/No) |
| 2.6 | **Services: Sewage**  
Water-bourne sewer to handle 70 individuals per 12 hour shift |
| 2.7 | **Ablutions and Eating area**  
Ablutions for male and female 40 – 60 (female) % ratio as per the SA OHSA |
|     | Change rooms and Eating area to be available as per the Municipal Building Regulations |
| 2.8 | **Storm water drainage**  
Adequate storm water drainage from site. Provide description. |
| 2.9 | **Access**  
Is the site in close proximity to public transport? |
<p>|     | Does the site has easy access to the N3 (not more than 15km from N3)? |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td><strong>Is the site accessible to a super-link vehicle?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2.10 Insurance</strong></td>
<td>To be covered by lessor/owner. <strong>Provide details of insurance cover</strong></td>
</tr>
<tr>
<td><strong>Total Score</strong></td>
<td></td>
</tr>
</tbody>
</table>
### General conditions of bid and conditions of contract

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for bidders to complete or answer this part fully; failure to do so result to their bid to be treated as incomplete and shall be disqualified. Refer to paragraph 4 of this document (reasons for disqualification).

<table>
<thead>
<tr>
<th>3.6.1</th>
<th>This bid is subject to the General Conditions of Contract stipulated below.</th>
<th>Accept</th>
<th>Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.6.2</td>
<td>The laws of the Republic of South Africa shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.3</td>
<td>SANParks shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.4</td>
<td>SANParks may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.5</td>
<td>In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.6</td>
<td>In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.7</td>
<td>SANParks reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.8</td>
<td>Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.9</td>
<td>By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.10</td>
<td>Where applicable, SANParks reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.11</td>
<td>SANParks reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.12</td>
<td>Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.13</td>
<td>The bidder should not qualify the proposal with own conditions. <strong>Caution:</strong> If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.14</td>
<td>Should the bidder withdraw the proposal before the proposal validity period expires, SANParks reserves the right to recover any additional expense incurred by SANParks having to accept any less favourable proposal or the additional expenditure incurred by SANParks in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.15</td>
<td>Delivery of and acceptance of correspondence between SANParks and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party’s postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.16</td>
<td>Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SANParks shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that SANParks reserves the right to award the same proposal to next best bidders as it deems fit.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.17</td>
<td>In the case of a consortium or JV, each of the authorised enterprise’s members and/or partners of the different enterprises must co-sign this document.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.18</td>
<td>Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by SANParks signatory and added to this RFB as an addendum</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.19</td>
<td>Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.20</td>
<td>Bidders who make use of subcontractors. The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. A vendor which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 25% of the contract to a non-HDI entity. No separate contract shall be entered into between the SANParks and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.21</td>
<td></td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
<td>---------------</td>
</tr>
<tr>
<td>3.6.22</td>
<td>No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.23</td>
<td>Evaluation of Bids shall be performed by an evaluation panel established by SANParks. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 90, and the maximum number of preference points that may be claimed for HDI (according to the PPPFA) is 10.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.24</td>
<td>If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.25</td>
<td>The bidders’ response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.26</td>
<td>Should the evaluation of this bid not be completed within the validity period of the bid, SANParks has discretion to extend the validity period.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.27</td>
<td>Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
<tr>
<td>3.6.28</td>
<td>Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.</td>
<td>Accept</td>
<td>Do not accept</td>
</tr>
</tbody>
</table>
1.2 Returnable documents

The complete tender document as received from the employer, together with all additional documentation as requested, must be submitted. No documentation must be removed from the tender document.

a) List of Returnable Documents
   
   i) An original valid Tax Clearance Certificate issued by the South African Revenue Services - original.
   
   ii) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender – certified copy
   
   iii) A certified copy of valid B-BBEE Status Level Verification Certificate if preference points are claimed in SBD 6.1.

b) Returnable Schedules

The tenderer must complete the following returnable documents:

i) Returnable Schedules required only for tender evaluation purposes
   
   Record of Addenda to Tender Documents
   List of traceable references for similar services

ii) Returnable Schedules that will be incorporated into the contract
   
   Form SBD 4: Declaration of interest
   Form SBD 6.1: Preference points claim form in terms of the preferential procurement regulations 2011.
   Form SBD 7.2 (Part 1): Contract form: Provision of Services
   Form SBD 8: Declaration of Past Supply Chain Management Practices
   Form SBD 9: Certificate of independent Bid Determination
   Original Valid Tax Clearance Certificate issued by South African Revenue Services
   Letter of Good Standing from Compensation Commissioner.
   Proof of registration of Closed Corporation or Company or other legal entities applicable to tender, i.e. certified copy of company registration form.
   Signed offer
   Price schedule
   Drawings of site & buildings (detail on facilities and sizes)
   CoC certificates
   Joint Venture
   - To provide Joint Venture Agreement
   - To provide above documentation for both companies that form the JV.
   Site inspection to access the suitability of the site

iii) Other schedules and documents that will be incorporated into the contract and must be completed & submitted to be considered responsive

iv) Offer and Acceptance

v) Contract Data

vi) Pricing schedule
**IMPORTANT: DOCUMENTS REQUIRED**

<table>
<thead>
<tr>
<th>NO</th>
<th>DOCUMENT</th>
<th>DOCUMENT INCLUDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ORIGINAL TAX CLEARANCE CERTIFICATE</td>
<td>YES</td>
</tr>
<tr>
<td>2</td>
<td>CERTIFIED COPY OF COMPANY REGISTRATION FORMS</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>COMPANY PORTFOLIO</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>FUNCTIONALITY DOCUMENTATION</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>DRAWINGS, LAY-OUT PLANS OF SITE, FACILITIES AND BUILDINGS TO CONFIRM SIZES</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>CERTIFICATE OF COMPLIANCE FOR:</td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>• ELECTRICITY</td>
<td></td>
</tr>
<tr>
<td>4.2.2</td>
<td>• WATER SUPPLY FOR FIRE FIGHTING</td>
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<tr>
<td>4.3</td>
<td>COPY OF STANDARD RENTAL/LEASE AGREEMENT FOR FACILITIES</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>INSURANCE COVER</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>JOINT VENTURE AGREEMENT (IF APPLICABLE)</td>
<td></td>
</tr>
</tbody>
</table>
Record of Addenda

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

SIGNATURE: …………………………………………………………………………………

DATE: …………………………………………………………………………………

(of person authorized to sign on behalf of the Tenderer)
List of Traceable References of similar services

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

Previous & Current projects:

<table>
<thead>
<tr>
<th>Contract &amp; Client</th>
<th>Place (town)</th>
<th>Reference / Contact person</th>
<th>Contact Tel. No.</th>
<th>Contract amount/Value of contract</th>
<th>Contract period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>
DECLARATION OF INTEREST

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

the bidder is employed by the state; and/or

the legal person on whose behalf the bidding document is signed, has a relationship with persons/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.

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, member): .................................................................

2.4 Registration Number of company, enterprise, close corporation, partnership agreement or trust: .................................................................

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

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES/ NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ..............................................................................

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

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

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES/ NO
2.7.2.1 If yes, did you attach proof of such authority to the bid document?  
Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.  
YES/ NO

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 the 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 whether or not they are bidding for this contract?  
YES/ NO

2.11.1 If so, furnish particulars:  
.........................................................................................................................
.........................................................................................................................
.........................................................................................................................
3 Full details of directors / trustees / members / shareholders.

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

4 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

..................................................................................................................................................................................
Signature                                      Date
..................................................................................................................................................................................
Position                                      Name of bidder
SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes...
of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” 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;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.
3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[
Ps = 80 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

\[Ps = \text{Points scored for comparative price of bid under consideration}\]
\[Pt = \text{Comparative price of bid under consideration}\]
\[P_{\text{min}} = \text{Comparative price of lowest acceptable bid}\]

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ............... = ...............(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES/ NO (delete which is not applicable)

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted? ..............%
(ii) the name of the sub-contractor? ..............................................................
(iii) the B-BBEE status level of the sub-contractor? ..............
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: .................................................................

9.2 VAT registration number: .................................................................

9.3 Company registration number: .............................................................

9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]
9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution.

WITNESSES:

1. .....................................................

2. .....................................................

SIGNATURE(S) OF BIDDER(S)

DATE: ..............................................

ADDRESS: ...........................................

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

.....................................................
DOCUMENT REQUIRED:

CERTIFIED COPY OF B-BBEE CERTIFICATE IF PREFERENCE POINTS ARE CLAIMED
CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number……………………………………. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the 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);
       - Filled in task directive/proposal;
       - Preference claims for Broad Based Black Economic Empowerment Status
         Level of Contribution in terms of the Preferential Procurement Regulations
         2011;
       - Declaration of interest;
       - Declaration of bidder’s past SCM practices;
       - Certificate of Independent Bid Determination;
       - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

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

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

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

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

WITNESSES

   1 ...........................................
SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……………………………………………………………………………………………………………………… in my capacity as……………………………………………………………………………………………………………………… accept your bid under reference number …………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>COMPLETION DATE</th>
<th>B-BBEE STATUS</th>
<th>LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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

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

NAME (PRINT) ………………………………………

SIGNATURE ………………………………………

OFFICIAL STAMP

WITNESSES

1 ………………………………………
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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.

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.

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 as companies or persons prohibited from doing business with the public sector? <em>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <em>audī alteram partem</em> rule was applied).</em></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)? <em>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)</em></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>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)………………………………………………………………………………………………
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

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

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

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

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

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

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:
___________________________________________________________________________
(Bid Number and Description)

in response to the invitation for the bid made by:
___________________________________________________________________________
(Name of Institution)

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

I certify, on behalf of:__________________________________________________________
(Name of Bidder)

that:
(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
(b) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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) 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.

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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.

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.
1. 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.

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

----------------------------------------------------------
Signature                                                  Date

----------------------------------------------------------
Position                                                  Name of Bidder
2. The Contract

2.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

SP-GK-0594/11: Rental of Dry Milling Facility in the Durban/Pietermaritzburg Area for the manufacturing of school desks and other furniture, Eco Furniture Programme

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

........................................................................................................ Rand (in words);

........................................................................................................ (in figures)

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

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

Name ..........................................................

Capacity .................................................. for the tenderer
(Name and ........................................................................................................
address of organization) ...................................................................................

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

Name and
signature of witness ....................................................................................

........................................................................................................
Acceptance

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

The terms of the contract, are contained in:

1. Agreements and contract data, (which includes this agreement)
2. Pricing data
3. Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one signed and fully completed Form of Offer and Acceptance, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

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

Name .................................................................

Capacity ............................................................

for the Employer The South African National Parks
643 Leyds Street
Muckleneuk
PRETORIA
0002

Name and ............................................................
signature of witness

................................................................. Date .......................
Schedule of Deviations

The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender. A tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Details</th>
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<tbody>
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<td>4</td>
<td></td>
</tr>
</tbody>
</table>

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.
2.2 Scope of Work
SANParks, together with Department of Environmental Affairs (DEA) Natural Resource Management Programme (NRMP) Unit is developing furniture factories with the aim to provide school desks, and furniture for Government Departments and SANParks facilities. As implementation agent of the Eco Furniture Factory programme, SANParks is expected to secure facilities for rental and use for the manufacture of school desks and other furniture. The funds have been approved for rental and will be transferred to SANParks. The site must be in the Durban or Pietermaritzburg Municipal areas with easy access to the N3.

- The dry mill requirements are as per the detail specifications in the functionality requirements.
- The period of lease is 5 (five) years

2.3 Pricing Data

a) Pricing instructions

1. Special instructions to vendors
1.1 Scope of work shall form part of the contract.

1.2 Should a vendor have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the vendor shall notify Procurement Services within ten (10) days after publication of the bid.

1.2 Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.

2 Requirements Background
SANParks vision is managing a sustainable park system connecting to society. SANParks will be able to achieve this by developing and managing a system of national parks that represents the biodiversity, landscapes, and associated heritage assets of South Africa for the sustainable use and benefit of all.

3 Description of Service
SANParks aims to acquire the Rental of Dry Milling Facility in the Durban/Pietermaritzburg Area for the manufacturing of school desks and other furniture, Eco Furniture Programme for a 5 (five) year period.

4 Evaluation Criteria for BEE

Points awarded for B-BBEE Status Level of Contribution

4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
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<td>2</td>
<td>9</td>
<td>18</td>
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<td>3</td>
<td>8</td>
<td>16</td>
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<td>4</td>
<td>5</td>
<td>12</td>
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<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
</tbody>
</table>
4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

4.2.1 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.2.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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

4.2.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.2.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.2.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5 Period of Service
Contract period of 5 (five) years.

6 Payment Methods
The Service Provider will invoice the SANParks once a month. The Service Provider will be expected to supply SANParks with Monthly statement and reconciliations of all transactions.

7. Specific Pricing Instructions
- Monthly rental of entire facility.
- Projected costs for the 5 (five) year period based on annual increment by the lessor.
- Municipal costs (an indication of what this will be – it is accepted that will will depend on consumption by client)
Pricing Schedule

PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)  
Rental of Dry Milling Facility in the Durban/Pietermaritzburg Area for the manufacturing of school desks and other furniture, Eco Furniture Programme

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>No of months</th>
<th>Unit Price</th>
<th>Price (excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rental of Dry Milling Facility in the Durban/Pietermaritzburg Area for the manufacturing of school desks and other furniture, Eco Furniture Programme</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 1</td>
<td></td>
<td></td>
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<td>Year 2</td>
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<td>Year 3</td>
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<td></td>
<td>Year 4</td>
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<td></td>
<td>Year 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub-Total</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>VAT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong> – please transfer price to SBD1 (Page 6) and Form of Offer (Page 39)</td>
<td></td>
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</tbody>
</table>

Please give an indication of municipal services cost that will be for the account of the Lessee.

<table>
<thead>
<tr>
<th>No</th>
<th>Municipal services</th>
<th>Monthly tariff</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
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</table>
Note: **Delivery – not applicable.**

<table>
<thead>
<tr>
<th>Required by:</th>
<th>South African National Parks</th>
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<tbody>
<tr>
<td>At:</td>
<td>As per sites specified in Scope of Work</td>
</tr>
<tr>
<td>Does the offer comply with specification?</td>
<td>Yes</td>
</tr>
<tr>
<td>If not to specification, indicate deviation(s)</td>
<td></td>
</tr>
<tr>
<td>Period required for delivery</td>
<td>N/A</td>
</tr>
<tr>
<td>Delivery basis (all delivery costs must be included in the bid price)</td>
<td>Delivery: Firm/Not firm</td>
</tr>
<tr>
<td>Note: All delivery costs must be included in the bid price, for delivery at prescribed destination</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

#### 2.4.1: Data Provided by Service Provider

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description / Wording</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Service Provider is:</td>
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<td>…………………………………………………………………………………………………………………………….</td>
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<td></td>
<td>…………………………………………………………………………………………………………………………….</td>
</tr>
<tr>
<td>1.</td>
<td>The Service Provider’s address for receipt of communications and notices is:</td>
</tr>
<tr>
<td></td>
<td>Address (Postal):</td>
</tr>
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<td>…………………………………………………………………………………………………………………………….</td>
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<td>Address (Physical):</td>
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<td>…………………………………………………………………………………………………………………………….</td>
</tr>
<tr>
<td></td>
<td>Telephone Number (Work): ……………………………………………………………………………………….</td>
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<tr>
<td></td>
<td>Telephone Number (After Hours): …………………………………………………………………………………</td>
</tr>
<tr>
<td></td>
<td>Facsimile Number: …………………………………………………………………………………………………</td>
</tr>
<tr>
<td></td>
<td>Electronic Mail Address (E-mail): …………………………………………………………………………………</td>
</tr>
<tr>
<td>Clause</td>
<td>Description / Wording</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------</td>
</tr>
</tbody>
</table>
| 5.3    | The authorised and designated representative of the Service Provider is:  
|        | Name: …………………………………………………………………………………… |
|        | The postal address for receipt of communications is:  
|        | …………………………………………………………………………………………… |
|        | …………………………………………………………………………………………… |
|        | …………………………………………………………………………………………… |
|        | …………………………………………………………………………………………… |
|        | …………………………………………………………………………………………… |
|        | …………………………………………………………………………………………… |
|        | Telephone No: ………………………………………………………………………… |
|        | Cellular Phone No: ………………………………………………………………… |  
|        | Facsimile No: ………………………………………………………………………… |
|        | Electronic Mail Address (E-mail): ……………………………………………… |

<table>
<thead>
<tr>
<th>5.5 and 7.1.2</th>
<th>The Key Persons and their functions in relation to the Services are:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td><strong>Specific Duties</strong></td>
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Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 "Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

2. Application  
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  
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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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. Delays in the supplier’s performance

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

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

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

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

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

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

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and 
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 accrue thereafter to the purchaser.

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability  
28.1 Except in cases of criminal negligence or 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.

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<th>Section</th>
<th>Description</th>
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<tr>
<td>29. Governing language</td>
<td>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.</td>
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<tr>
<td>30. Applicable law</td>
<td>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</td>
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<tr>
<td>31. Notices</td>
<td>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.</td>
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<td>32. Taxes and Duties</td>
<td>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.</td>
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<td>33. National Industrial Participation (NIP) Programme</td>
<td>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.</td>
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<tr>
<td>34. Prohibition of Restrictive practices</td>
<td>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.</td>
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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.

Js General Conditions of Contract (revised July 2010)