RIM FER 01-2019/2020

REQUEST FOR A PANEL OF BOAT COMPANIES TO BE ON THE OPEN ROBBEN ISLAND MUSEUM (RIM) DATABASE OF PASSENGER FERRIES TO RENDER CHARTERING SERVICES TO ROBBEN ISLAND MUSEUM’S CLIENTS AS AND WHEN REQUIRED FOR A PERIOD OF SIXTY (60) MONTHS

Ms. PN Madikane

Unit Manager: Supply Chain Management

14 February 2020

Signature: [Signature]
CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>THE BID / REQUEST FOR QUOTATION RETURNABLE SCHEDULE OR DOCUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Checklist of Compulsory Returnable Schedules and Documents</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Instruction to BIDDERS (signed)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Proposal Document</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SBD 1</strong>: Invitation to Bid (completed &amp; signed)</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SBD 2</strong>: Tax Clearance Status (registered on the Central Supplier Database)</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SBD 3.3</strong> Pricing Schedule (completed &amp; signed)</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SBD 4</strong>: Declaration of Interest (completed &amp; signed)</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SBD 6.1</strong>: Preference Claim Forms in terms of Preferential Procurement Regulations <strong>AND</strong> accredited and Valid <strong>B BBEE</strong> certificate. <strong>SBD 6.1</strong> must be completed when claiming for <strong>B BBEE</strong> points. (completed &amp; signed)</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SBD 8</strong>: Declaration of Bidder’s Past Supply Chain Practices (completed &amp;signed)</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>SBD 9</strong>: Certificate of Independent Bid Determination (completed &amp;signed)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Terms of reference (Specification)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>General Conditions of Contract</td>
</tr>
</tbody>
</table>

RIM FER 01-2019 / 2020 CHECK LIST
INFORMATION ON NON-COMPULSORY BRIEFING SESSION

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

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

Date:    Friday, 28 February 2020
Time:    11h00am
Venue:   Robben Island Museum
          Auditorium
          Cape Town
          South Africa
INSTRUCTION TO TENDERERS

RIM FER 01-2019/2020

REQUEST FOR A PANEL OF BOAT COMPANIES TO BE ON THE OPEN ROBBEN ISLAND MUSEUM (RIM) DATABASE OF PASSENGER FERRIES TO RENDER CHARTERING SERVICES TO ROBBEN ISLAND MUSEUM’S CLIENTS AS AND WHEN REQUIRED FOR A PERIOD OF SIXTY (60) MONTHS

1. INTRODUCTION

1.1 Robben Island Museum (RIM) invites all interested prospective service providers for the request for a panel of boat companies to be on the open Robben Island Museum (RIM) database of passenger ferries to render chartering services to Robben Island Museum’s clients as and when required for a period of sixty (60) months.

2. ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH, THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

2.1 This tender consists of these Instructions, the invitation to submit proposal/s for the request for a panel of boat companies to be on the open Robben Island Museum (RIM) database of passenger ferries to render chartering services to Robben Island Museum’s clients as and when required for a period of sixty (60) months.

2.2 Bidders are required to submit their tenders in a sealed envelope in which they have duly:
   (a) Completed all forms; and
   (b) Included all other necessary and/or desirable documents in support of their bids.

2.3 The complete tender document should be returned in its entirety, with each page initialed by the authorised signatory and a witness.

2.4 Any portion of the tender document not completed maybe interpreted as “not applicable” where appropriate.

2.5 Tenders must be properly received and deposited in the tender box on or before the closing date 13 March 2020 and before the closing time of 11H00 am at Robben Island Museum, Nelson Mandela Gateway Building, V & A Waterfront, Cape Town.

2.6 RIM reserves:
   (a) The right to accept the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered);
(b) The right not to accept the lowest or any tender;

3. RIM shall not consider tenders, which are received after the closing date and time for such a tender.

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

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

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

8. RIM's representative for the purpose of this tender shall be:
(a) Ms. P Madikane at telephone 021 413 4265 in respect of matters relating to the Terms of Reference and enquiries pertaining to the completion of the tender documents.

9. Joint Ventures/Consortiums

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

10. Validity Period

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

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

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

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

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

11.4 Each party to a joint venture / consortium / partnership must comply with all of the above.
12 B-BBEE

12.1 Each bidder must submit a certificate issued by an accredited B-BBEE verification agency or an affidavit, indicating its B-BBEE rating in terms of the relevant B-BBEE scorecard.

12.2 For Consortiums / Joint Ventures / or Sub-contracting arrangements, the bidder must also submit a combined B-BBEE certificate issued by an accredited B-BBEE verification agency.

13. Due Diligence of bidder

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

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

(a) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly, through a representative or intermediary promise, offer or grant;

(i) Any inducement or reward to RIM for or in connection with the award of a contract; or

(ii) Any reward, gift, favour or hospitality to any official or any other role player involved in the Implementation of the supply chain management policy;

(b) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly

(i) influence or interfere with the work of any RIM official(s) involved in the tender process in order to inter alia:

(ii) influence the process and/or outcome of a bid;

(iii) incite breach of confidentiality and/or the offering of bribes;

(iv) cause over and under invoicing;

(v) influence the choice of procurement method or technical standards; and

(vi) influence any RIM official(s) in any way which may secure an unfair advantage during or at any stage of the procurement process.

(d) Abuse of the RIM's supply chain management system is not permitted and may result in the tender being rejected, the cancellation of the contract, the
“blacklisting” of the bidder by RIM against participation in any future bid processes and any other remedy permitted in law.

15. Declarations and authorisation

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

16. Alternative offers

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

### EVALUATION CRITERIA

1. Invalid Tenders

1.1 Tenders shall be endorsed and may be recorded as potentially invalid in the tender opening record by the RIM responsible official in the following instances:

   (i) If the tender is not sealed;

   (ii) If the tender is not completed in non-erasable ink;

2. Non-Responsive Tenders

2.1 Valid tenders will be declared non-responsive and eliminated from further evaluation if:

   (a) The bidder has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury’s database as a person prohibited from doing business with the public sector;

   (b) The bidder has failed to complete and/or sign the required declarations and/or authorisations; and

3. Disqualified Tenders

3.1 The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

   (a) Comply with one or more of the provisions contained in the Instruction to bidders;

   (b) Comply with any other terms and conditions of the tender documentation after being called upon to do so;

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

4.2 CLOSING DATE FOR SUBMISSION OF BIDS: 13 March 2020 AT 11H00 AM.
INVITATION TO BID

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

BID NUMBER: RIM FER 01-2019/2020  CLOSING DATE: 13 MARCH 2020  CLOSING TIME: 11:00am

DESCRIPTION
REQUEST FOR A PANEL OF BOAT COMPANIES TO BE IN THE OPEN ROBBEN ISLAND MUSEUM (RIM) DATABASE OF PASSENGER FERRIES TO RENDER CHARTERING SERVICES TO ROBBEN ISLAND MUSEUM'S CLIENTS AS AND WHEN REQUIRED FOR A PERIOD OF SIXTY (60) MONTHS.

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)
Robben Island Museum, Nelson Mandela Gateway
Tender Box
V & A Waterfront
Cape Town, 8002

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER  CODE  NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER  CODE  NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:  OR  CSD No:

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

☐ Yes  ☐ No

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

☐ Yes  ☐ No

IF YES, WHO WAS THE CERTIFICATE IssUED BY?

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

☐

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX

☐

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

☐

A REGISTERED AUDITOR

☐

[ A B-BBEE STATUS VERIFICATION CERTIFICATE/SWORN AFFIDAVIT FOR EMEs & QSEs MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

☐ Yes  ☐ No

[IF YES ENCLOSE PROOF]

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

☐ Yes  ☐ No

[IF YES ANSWER PART B:3 BELOW]

SIGNATURE OF BIDDER

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

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

TOTAL NUMBER OF ITEMS OFFERED

TOTAL BID PRICE (ALL INCLUSIVE)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY
Robben Island Museum

CONTACT PERSON
Ms. P. Macikane

TELEPHONE NUMBER
021 413 4236

FACSIMILE NUMBER

E-MAIL ADDRESS
PatM@Robben-Island.org.za

TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON
Mr. S. Thandroyan

TELEPHONE NUMBER
021 413 4232

FACSIMILE NUMBER

E-MAIL ADDRESS
Thandroyans@Robben-Island.org.za
## PART B
## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

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

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

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

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

### 2. TAX COMPLIANCE REQUIREMENTS
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

REQUEST FOR A PANEL OF BOAT COMPANIES TO BE ON THE OPEN ROBBEN ISLAND MUSEUM (RIM) DATABASE OF PASSENGER FERRIES TO RENDER CHARTERING SERVICES TO ROBBEN ISLAND MUSEUM’S CLIENTS AS AND WHEN REQUIRED FOR A PERIOD OF SIXTY (60) MONTHS. Any boat company who has a passenger ferry to offer to RIM during the 60 months will be required to apply to RIM to be added on the database on condition that the passenger has been vetted by RIM.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY <strong>(ALL APPLICABLE TAXES INCLUDED)</strong></th>
</tr>
</thead>
</table>

1. Bidders are required to indicate the cost per trip (Bid Price) inclusive of VAT as follows:

   **1.1 CATEGORY**

   **2.1.1 Passenger ferry capacity**

   2.1.2 Cost of Trips per passenger ferry (Service Providers to indicate increases in rand value for the outer years below)

<table>
<thead>
<tr>
<th></th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Return Trip per day</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>2 Return Trips per day</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>3 Return Trips per day</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>4 Return Trips per day</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>5 Return Trips per day</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Staff Return Trip per day</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Cost to sleep over per night</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

2.1.3 Please indicate if prices are firm for the full period
Any enquiries regarding bidding procedures may be directed to the –

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

Or

For Technical information;

Mr. S. Thandroyan  
Email address:sandresant@robben-island.org.za  
Tel no. 021 413 4232
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/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the Bid.

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

- Full Name of Bidder or his/her representative

- Identity Number:

- Position occupied in the Company (director, trustee, shareholder², member):

- Registration number of company, enterprise, close corporation, partnership agreement or trust:

- Tax Reference Number:

- VAT Registration Number:

- The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee/PERSAL numbers must be indicated in a separate schedule including the following questions:

<table>
<thead>
<tr>
<th>Schedule attached with the above details for all directors/members/shareholders</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule:</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

| 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: |

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

- 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?

<p>| Yes | No |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>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? If so, furnish particulars as an attached schedule.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this Bid? If so, furnish particulars as an attached schedule:</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>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? If so, furnish particulars as an attached schedule:</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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


1. GENERAL CONDITIONS
1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
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<tr>
<td>2</td>
<td>9</td>
<td>18</td>
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<td>3</td>
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<td>14</td>
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<td>4</td>
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<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

[YES] [NO]

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted

ii) The name of the sub-contractor

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

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

(Tick applicable box)

[YES] [NO]

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME ( \checkmark )</th>
<th>QSE ( \checkmark )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
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<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
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<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
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<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
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<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
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<td></td>
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<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
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<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
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<tr>
<td>OR</td>
<td></td>
<td></td>
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<tr>
<td>Any EME</td>
<td></td>
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</tbody>
</table>
8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

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

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

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


8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

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

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

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

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

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

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

(e) forward the matter for criminal prosecution.

WITNESSES

1. ........................................
2. ........................................

SIGNATURE(S) OF BIDDERS(S)

DATE: ........................................
ADDRESS ........................................
........................................
DECLARATION OF BIDDER’S PAST SCM PRACTICES (SBD 8)

- Is the Bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: Yes No
- Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: Yes No
- Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: Yes No
- Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule: Yes No

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

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

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

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

a) Has been requested to submit a Bid in response to this Bid invitation;

b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^1\) will not be construed as collusive bidding.
In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) Prices;

b) Geographical area where product or service will be rendered (market allocation);

c) Methods, factors or formulas used to calculate prices;

d) The intention or decision to submit or not to submit, a Bid;

e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or

f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

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

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.

STANDARD BIDDING DOCUMENTS DECLARATION

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

Declaration of Interest (SBD4)

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1)

Where a valid BBBEE Certificate is not on file with ASSAf, please attach

Declaration certificate for Local Production and Content for Designated Sectors (SBD6.2)

Declaration of Bidder’s past SCM practices (SBD8);

Certificate of Independent Bid Determination (SBD9)

General Conditions of Contract

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

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

I certify that the information furnished in these declarations (SBD4, SBD5 where applicable, SBD6.1, SBD 6.2 where applicable, SBD8, SBD9) is correct and I accept that ASSAf may reject the Offer or act against me should these declarations prove to be false.

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
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TERMS OF REFERENCE

DESCRIPTION:

CALL FOR THE PROSPECTIVE BOAT COMPANIES TO BE ON THE OPEN ROBBEN ISLAND MUSEUM (RIM) DATABASE OF PASSENGER FERRIES TO RENDER CHARTERING SERVICES TO ROBBEN ISLAND MUSEUM’S CLIENTS AS AND WHEN REQUIRED FOR A PERIOD OF SIXTY (60) MONTHS

DATE OF ISSUE: 14 FEBRUARY 2020

BRIEFING SESSION DATE: 28 FEBRUARY 2020

RESPONSE SUBMISSION DATE: 13 MARCH 2020
TERMS OF REFERENCE/TASK DIRECTIVE

Background

RIM operates a hybrid ferry system consisting of chartered ferries and RIM owned ferries. RIM has taken the decision to adopt a hybrid system to meet increasing demand. As such, RIM is in need of additional ferries to enhance our carrying capacity.

Purpose

The purpose of this request is to enter into agreement with boat companies who are interested in providing ferrying services, in order for RIM to establish a formal working agreement. RIM will establish a database of ferry companies with the ferries they offer. The Ferries will be used on an as and when needed basis. This will be an open database and service providers may submit a response for the duration of the tender period.

1. Statutory and Mandatory Documentation

1.1 All prospective bidders MUST attach CERTIFIED COPIES of the following VALID documentation for each vessel offered.

1.2 Mandatory requirements as per Local Authority requirements and Harbour Regulations, Classification Society, South African Maritime Safety Authority (SAMSA) and Transnet National Port Authority (TNPA) included, but not limited to the below:

1.2.1 Local General Safety certificate and exemptions;
1.2.2 Any classification society certificates, where applicable;
1.2.3 The vessels dry-docking and load line certificates.
1.2.4 Craft licenses, pilot exemptions and all relevant documents for the engagement, for the area of operation i.e. from Nelson Mandela Gateway to RIM
1.2.5 All Vessels must have at least 500 Million US Dollars Passenger Liability Insurance. (If Passenger Liability Insurance is not in place yet, please provide proof of intent / proof of quotation obtained) from a reputable marine insurance company.
1.2.6 Vessel to be able to operate in Beaufort Scale 4-7 weather conditions. Evidence to be provided.
1.2.7 Service provider to provide documentation showing maximum loaded draft, the intact stability document will be preferred. Maximum loaded draft should be 1.8m (to the lowest point of the vessel).
1.2.8 Vessel must be more than 20m in length and be certified as a passenger vessel by SAMSA. Evidence to be provided.
Terms and conditions

The below is a list of General terms and conditions. RIM may also utilise standard or customised marine industry charter agreements when entering into formalised contracts/service level agreements with the prospective service providers.

General Conditions

1. RIM expects all service providers to ensure that their vessels are always compliant with the relevant maritime legislation and the most up to date regulations and legislation.
2. RIM expects service providers to adhere to all relevant policies and procedures of RIM.
3. The service provider is to ensure that planning for surveys, any other statutory requirements and planned maintenance is taken into account when indicating and confirming availability.
4. The service provider to provide RIM with proof of a maintenance plan or maintenance schedule.
5. The service provider is required to demonstrate what plan of action will be taken should the Master of the vessel become incapacitated whilst carrying out a tour on behalf of RIM. A document showing the plan of action must be provided.
6. The service provider shall ensure compliance to the Marine Occupational Safety Regulations (MOS Regs). The service provider will ensure that training/familiarisation is provided as per the requirements of the MOS Regs and that all Masters/Skippers are familiar with the respective navigational equipment for the ferry under their command and competent to take command of the vessel during poor visibility conditions.
7. The service provider will inform RIM of any incident/breakdown that occurs during the course of this agreement that may directly affect the RIM operation. The service provider will submit a report of the incident/breakdown and also ensure that the relevant marine authority is informed, if it is a requirement.
8. All service providers to ensure they carry out criminal checks on their Masters, Engineers and crew. No soliciting of tips or tip jar to be on the vessel.
9. No selling of Alcohol on board the vessel.
10. The content of anything displayed on the vessel including the TV's or banners or any other advertising whilst doing tours for RIM is at the discretion of RIM. The service provider is not allowed to display or market anything without prior consent from RIM.
11. The service provider may be required to make modifications or to change aesthetics to improve the customer experience, more specifically with regards to the Multimedia/ Audio Visual requirements which RIM may request as a standard on all vessels, this will be done via consultation and agreement. The service provider agrees to consider all requests in the interest of the visitor experience.
12. RIM may impose a 50% penalty per tour (based on price per tour), should the service provider and his/her crew or representative do anything that negatively impacts RIM. RIM may carry out random checks or use a mystery shopper to monitor the levels of service and check compliance. It should be noted the above is a minimum penalty and depending on the transgression or nature of the incident, RIM may increase the penalty or recover costs and/or cancel the contract with the service provider.
13. The service provider to take note that they are a representative of RIM as such anything they do is a reflection of RIM. Service providers should therefore conduct themselves in a manner that speaks to RIM’s values and ideals. Any transgressions will be dealt with accordingly.

14. The service provider cannot market or use Robben Island’s logo or Trademarks or Intellectual Property without Robben Island Museum’s consent.

15. The service provider cannot sell any products, items, etc. without consent from Robben Island Museum.

16. RIM reserves the right to carry out tests with the Master and the vessel to determine the suitable operational guideline conditions with regards to the vessel and the various weather conditions.

Scheduling and Cancellations

17. The service provider must ensure availability and capacity to render services as per schedule.

18. Once availability is confirmed as per proposed schedule, the service provider may not cancel unless it is due to a mechanical, electrical fault or any reason that may be justified such as an ad-hoc inspection by SAMSA.

19. If the service provider cancels less than 48 hours prior to the scheduled confirmation for any reason, the service provider may be charged a penalty fee. This will be calculated to be 20% of the cost per trip.

20. RIM may request proof when there is a cancellation in order to ensure that the service provider has a justified reason.

21. The service provider to ensure he plans his bunkering and other ad-hoc requirements around the operation to ensure he does not affect the tours and create delays.

22. Service providers are to take note that RIM can cancel tours at any time due to operational circumstances and weather conditions.

23. RIM expects the service provider to conduct sea trials prior to each tour and indicate when the weather conditions are not comfortable or safe for tours and liaise with RIM’s Harbour Master/s or Ferry department representative to confirm the probability of operations.

24. The master/skipper of the vessel should inform RIM’s contact person/s for the day of deteriorating conditions and keep reporting should condition’s change.

Service

25. Passenger safety and comfort must be taken into consideration and prioritised, should RIM deem that the service provider is not taking these factors into consideration, RIM may consider repercussions which could include termination of the contract.

26. RIM will utilise service provider as and when needed as per the operational requirements. This agreement does not guarantee a tour but only means that the service provider is eligible to be utilised by RIM and would be accepted onto RIM’s database for boat service providers.

27. Crew to be professional, have a name badge, be properly dressed in uniform, friendly and helpful. If needed the service provider will be required to send the crew for hospitality and customer service training.

28. Service providers to ensure all certificates for vessel and crew are sent to RIM when renewed, this includes the insurance certificates.
29. Service providers are to provide RIM on a monthly basis with status of all certificates and if any certificates are due for renewal within the following month.
30. Service providers are to provide RIM on a monthly basis with monthly drills and maintenance reports.
31. Service providers are to provide RIM with annual maintenance plan including planned or scheduled dry docking.

Payment

32. Service providers will only be paid when the vessel is used to complete a trip to Robben Island and back as per the current operating model.
33. RIM reserves the right to request a statement at a given date prior to making any payments in relation to any boat invoices.
34. If a RIM passenger has to be refunded due to actions of the service provider, RIM may look for recourse from the service provider for the cost of the refund or any reputational damage caused by the incident.

Pricing and Insurance

35. All service providers to ensure when they are operating for RIM that they have $500 million dollar liability insurance in place. RIM is to be included as a beneficiary on the insurance, as the service provider is transporting tourists on RIM’s behalf. Service providers to ensure they provide RIM with a letter from there broker clearly indicating the coverage that be afforded to RIM and any terms, conditions or exclusions that are relevant to be brought to RIM’s attention. RIM may request this information at any time.
36. Any incident or accident when the chartered ferries are being used for RIM operations are to be reported immediately to the Ferries department. The onus is still on the service providers to report to relevant maritime authority.
37. Prices provided by the service provider will not be allowed to be increased for the period indicated. Any increases where applicable, must be indicated (in the bid document) and the increment will be negotiated with the service providers before implemented. Suppliers may reduce the price during the period and offer payment discounts.
38. Should the service provider fail to pay any third party person that may be a client, representative, contractor or employee of RIM. RIM reserves the right to withhold payment and recover money from the service provider for these expenses.

Termination

39. Notwithstanding anything to the contrary contained in this agreement, RIM shall be entitled to terminate this Agreement on thirty (30) days’ written notice to the Service Provider at any time, without reason.

2. Evaluation Criteria

2.1 Phase 1: Compliance to Compulsory bid requirements
The first phase of evaluation is checking and verification of all the mandatory documents to be submitted by the bidders and compliance to specification. Bidders are required to comply by the bidder requirements mentioned above.

Certified copies or original documents will be accepted.

Companies that do not comply with the bid requirements will be regarded as non-responsive

3. Information Session

3.1 Please be advised that the non-compulsory briefing session will take place on Friday, 28 February 2020 at 11h00 am, at the Nelson Mandela Gateway Building, Auditorium, V&A Waterfront, Cape Town.

4. ROBBEN ISLAND MUSEUM RESERVES THE RIGHT TO INSPECT THE PROPOSED PASSENGER FERRY OR FERRIES DURING ANY TIME OF THE BID PROCESS OR DURING THE TERM OF THE AGREEMENT

Directions: Cape Town, V&A Waterfront: Nelson Mandela Gateway Building next to the information desk.

CLOSING DATE FOR SUBMISSION OF BIDS: 13 MARCH 2020 AT 11H00 AM

All bid related enquiries must be directed to: Pat Madikane, Acquisition Manager: Supply Chain Management, Tel: 021 413 4265, e-mail: patm@robben-island.org.za

All technical related enquiries must be directed to: Sandresan Thandroyan, Senior Manager: Ferry Operations, Tel: 021 413 4232, e-mail: sandresant@robben-island.org.za
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.
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6. Patent rights  
7. Performance security  
8. Inspections, tests and analysis  
9. Packing  
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

(i) Advanced notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.