ROBBEN ISLAND MUSEUM

RIM FER 02-2018/2019

INVITATION OF PROSPECTIVE SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE SALE AND REMOVAL OF THE TWO ROBBEN ISLAND MUSEUM BOATS, MV PROTEUS AND MV PENGUIN

Ms. Z. MKUBUKELI

SUPPLY CHAIN MANAGEMENT

13 AUGUST 2018

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>
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</table>

THE BID / REQUEST FOR QUOTATION RETURNABLE SCHEDULE OR DOCUMENT

Checklist of Compulsory Returnable Schedules and Documents
Instruction to BIDDERS (signed)
Information on compulsory briefing session
Compulsory information Session certificate
SBD 1: Invitation to Bid (completed & signed)
SBD 2: Tax Clearance Status (registered on the Central Supplier Database)
SBD 3.1 Pricing Schedule (completed & signed)
SBD 4: Declaration of Interest (completed & signed)
SBD 8: Declaration of Bidder’s Past Supply Chain Practices (completed & signed)
SBD 9: Certificate of Independent Bid Determination (completed & signed)
Terms of reference (Specification)
General Conditions of Contract
INSTRUCTION TO TENDERERS

RIM FER 02-2018/2019

INVITATION OF PROSPECTIVE SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE SALE AND REMOVAL OF THE TWO ROBBEN ISLAND MUSEUM BOATS, MV PROTEUS AND MV PENGUIN

1. INTRODUCTION

1.1 Robben Island Museum (RIM) invites all interested prospective service providers to submit proposals for the sale and removal of the two Robben Island Museum boats, mv Proteus and mv Penguijn.

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 sale and removal of the two Robben Island Museum boats, MV Proteus and MV Penguijn.

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 10 September 2018 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);

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.

6. 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.

7. RIM’s representative for the purpose of this tender shall be:
(a) Mr. W. Isaacs at telephone 021 413 4232 in respect of matters relating to the Terms of Reference; and
(b) Enquiries pertaining to the completion of the tender documents can be addressed to Ms. P. Madikane at telephone (021) 413-4265/14.

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

9. Validity Period
9.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by RIM for a period of sixty (60) days from the closing date.

10. Bidders must be registered on the Central Supplier Database (CSD).
10.1 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.
10.2 If bidders are not registered yet on the CSD, they must follow the following link https://secure.cs.gov.za/Account/Register in order to register.
10.3 It is the responsibility of the successful bidder/s to ensure that that the tax matters with SARS are in order.
10.4 Each party to a joint venture / consortium / partnership must comply with all of the above.

11. Due Diligence of bidder
11.1 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.
12. 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.

(c) 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.

13. Declarations and authorisation

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

14. Alternative offers

14.1 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, the bid must be dropped inside the tender box

4.2 CLOSING DATE FOR SUBMISSION OF BIDS: 10 SEPTEMBER 2018 AT 11H00 AM.
4.1 Directions: Cape Town, Waterfront: Nelson Mandela Gateway building next to Clock Tower building, the bid must be dropped inside the tender box

4.2 CLOSING DATE FOR SUBMISSION OF BIDS: 10 SEPTEMBER 2018 AT 11H00 AM.
INFORMATION ON COMPULSORY BRIEFING SESSION

Please note that Briefing Session and Site Visit is COMPULSORY

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

Date: Wednesday, 24 August 2018

Time: 07h30am

Venue: Robben Island Museum

Robben Island,

South Africa
INVITATION TO BID

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


DESCRIPTION: INVITATION OF PROSPECTIVE SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE SALE AND REMOVAL OF THE TWO ROBBEN ISLAND MUSEUM BOATS, MV PROTEUS AND MV PENGUIN

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

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
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<tbody>
<tr>
<td>STREET ADDRESS</td>
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<thead>
<tr>
<th>TELEPHONE NUMBER</th>
<th>CODE</th>
<th>NUMBER</th>
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<tr>
<th>CELLPHONE NUMBER</th>
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<th>FAX NUMBER</th>
<th>CODE</th>
<th>NUMBER</th>
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<tr>
<th>E-MAIL ADDRESS</th>
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| VAT REGISTRATION NUMBER |

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<tr>
<th>TCS PIN:</th>
<th>OR</th>
<th>CSD No:</th>
</tr>
</thead>
</table>

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)
- [ ] A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
- [ ] A REGISTERED AUDITOR

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

<table>
<thead>
<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES WORKS OFFERED?</th>
<th>[IF YES ENCLOSURE PROOF]</th>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES WORKS OFFERED?</th>
<th>[IF YES ANSWER PART B.3 BELOW]</th>
</tr>
</thead>
</table>

| [ ] Yes | [ ] No | [ ] Yes | [ ] No |

SIGNATURE OF BIDDER

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

<table>
<thead>
<tr>
<th>TOTAL NUMBER OF ITEMS OFFERED</th>
<th>TOTAL BID PRICE (ALL INCLUSIVE)</th>
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</table>

<table>
<thead>
<tr>
<th>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</th>
<th>TECHNICAL INFORMATION MAY BE DIRECTED TO:</th>
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<table>
<thead>
<tr>
<th>DEPARTMENT/PUBLIC ENTITY</th>
<th>Robben Island Museum</th>
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<table>
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<tr>
<th>CONTACT PERSON</th>
<th>Mrs. P. Madikane</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>TELEPHONE NUMBER</th>
<th>021 413 4255</th>
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<tr>
<th>FAX NUMBER</th>
<th>021 413 4232</th>
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Page 1 of 8
<table>
<thead>
<tr>
<th>FAX/MILE NUMBER</th>
<th>E-MAIL ADDRESS</th>
<th><a href="mailto:Waseemi@Robben-Island.org.za">Waseemi@Robben-Island.org.za</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:PatM@Robben-Island.org.za">PatM@Robben-Island.org.za</a></td>
<td></td>
</tr>
</tbody>
</table>
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

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

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

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

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

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
DECLARATION OF INTEREST (SBD 4)

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

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

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

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

| Schedule attached with the above details for all directors/members/shareholders | Yes | No |
| Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule: |
| Name of person/director/trustee/shareholder/member: | Yes | No |
| 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.)
- Did you or your spouse or any of the company's directors/trustees/shareholders
<table>
<thead>
<tr>
<th>Members or their spouses conduct business with the State in the previous twelve months? If so, furnish particulars as an attached schedule:</th>
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<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>
</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>
</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>
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DECLARATION OF BIDDER’S PAST SCM PRACTICES (SBD 8)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
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<tr>
<td>Is the Bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:</td>
<td></td>
<td></td>
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<tr>
<td>Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:</td>
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<tr>
<td>Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:</td>
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<tr>
<td>Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform or comply with the contract? If Yes, furnish particulars as an attached schedule:</td>
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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 the Academy of Science of South Africa, do hereby make the following statements that I certify to be true and complete in every respect:

<table>
<thead>
<tr>
<th>Statement</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>I have read and I understand the contents of this Certificate;</td>
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<tr>
<td>I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;</td>
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<tr>
<td>I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;</td>
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<td></td>
</tr>
<tr>
<td>Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;</td>
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For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

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

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

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

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

a) Prices;

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

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

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

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

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

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

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

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

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:

<table>
<thead>
<tr>
<th>Declaration of Interest (SBD4)</th>
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<tbody>
<tr>
<td>Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011 (SBD6.1)</td>
</tr>
<tr>
<td>Where a valid BBBEE Certificate is not on file with ASSAf, please attach</td>
</tr>
<tr>
<td>Declaration certificate for Local Production and Content for Designated Sectors (SBD6.2)</td>
</tr>
<tr>
<td>Declaration of Bidder’s past SCM practices (SBD8);</td>
</tr>
<tr>
<td>Certificate of Independent Bid Determination (SBD9)</td>
</tr>
<tr>
<td>General Conditions of Contract</td>
</tr>
</tbody>
</table>

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)
<table>
<thead>
<tr>
<th>NAME (PRINT)</th>
<th>WITNESSES</th>
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</thead>
<tbody>
<tr>
<td>CAPACITY</td>
<td>1</td>
</tr>
<tr>
<td>SIGNATURE</td>
<td>2</td>
</tr>
<tr>
<td>NAME OF FIRM</td>
<td>Date</td>
</tr>
<tr>
<td>DATE</td>
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</table>
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
**PRICING SCHEDULE – FIRM PRICES (SALES)**

<table>
<thead>
<tr>
<th>Name of bidder</th>
<th>Bid number</th>
<th>Closing Time</th>
<th>Closing date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RIM FER 02 2018/2019</td>
<td>11:00</td>
<td>10 September 2018</td>
</tr>
</tbody>
</table>

**OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>MV PENGUIN AND MV PROTEUS</td>
<td>INVITATION OF PROSPECTIVE SERVICE PROVIDERS TO SUBMIT PROPOSALS FOR THE SALE AND REMOVAL OF THE TWO ROBBEN ISLAND MUSEUM BOATS, MV PROTEUS AND MV PENGUIN</td>
</tr>
</tbody>
</table>

Note:

** The price to include all costs.
BID NUMBER RIM FER 02-2018/2019

For

THE SALE AND REMOVAL OF MV PROTEUS AND MV PENGUIN

(Hereinafter referred to as the goods)

By

Robben Island Museum

(Hereinafter referred to as RIM)

To

(Address)........................................................................................................
......................................................................................................................
......................................................................................................................
......................................................................................................................
......................................................................................................................
......................................................................................................................

(Hereinafter referred to as the Bidder)

CLOSING TIME & DATE OF THE BID: 11:00 ON 10 SEPTEMBER 2018

Robben Island Museum
1. **SUBMISSION OF BIDS**

Each bid must be submitted in a separate and sealed envelope, with the **NAME** and **ADDRESS OF THE BIDDER, THE BID NUMBER** distinctly printed thereupon. The Bid must be directed to:

Supply Chain Management  
Robben-Island Museum  
Nelson Mandela Gateway  
V&A Waterfront  
Cape Town  
8001  
SOUTH AFRICA

and be posted to reach the destination not later than the date and time of closing, or is to be placed in the Bid box before the closing time at

Nelson Mandela Gateway to Robben Island  
V & A Waterfront  
Cape Town  
8001  
SOUTH AFRICA

RIM accepts no responsibility for bid(s) not reaching the responsible official for any reason, and the bidder indemnifies RIM against any claim which he/she may institute on the basis hereof.
CONDITIONS

2.1 I/we agree that:

a. I/we receive this bid document on condition that the document shall not be retyped or reworded and will be submitted in this form;

b. Bids may only be submitted on the official forms and may not be qualified by my/our own conditions and, furthermore, that if I/we fail to comply with these requirements or do not expressly waive my/our own conditions, where such conditions are included in the bid, such actions may be detrimental to the Bid or even invalidate it;

c. the offer made herein is irrevocable until after the lapse of the period of validity as mentioned in clause 7 and that the offer may be accepted by RIM during the period of validity;

d. this bid and the acceptance thereof is subject to the terms and provisions hereof and that I/we are fully acquainted with the same;

e. by signing this bid I/we bind myself/ourselves to a contract of purchase, and the bid document shall become the contract of purchase between myself/ourselves and RIM if accepted by RIM;

f. RIM may request from any bidder to submit an acceptable guarantee as security for the fulfilment of liabilities, issued by a reputable financial institution, before a decision is made on the adjudication of the Bid;

g. If this bid has not been signed by me/us, or if the bid document has not been completed in full, then the Bid may be disregarded;

h. If I/we withdraw my/our bid within the validity period, or fail to perform under the contract when required, RIM may, in addition to any other steps that it may take,
agree that I/we may withdraw my/our bid or cancel the contract between me/us and RIM, and that I/we shall in such an event compensate RIM for any losses suffered from having to accept a less favourable bid, or if other bids have to be invited, for those additional expenses incurred to invite new bids, and to compensate RIM or subsequently accept a less favourable Bid. Besides the rights reserved for RIM in this paragraph, RIM is furthermore entitled either to sell the goods concerned directly or to invite bids anew, in which case I/we shall be liable for compensating RIM on demand for the difference between my/our bided price and any less favourable bid price which may be accepted, or for the difference between my/our bided price and the price at which the goods are sold directly, plus any storage costs;

i. Neither party may cede, delegate, assign or transfer his rights or obligations under the Bid to any other person without first obtaining the consent of the other party, which consent shall not be unreasonably withheld;

j. When the particulars of a bidder no longer correspond as on the closing date of the bid, or in the event of a take-over, deregistration, insolvency or liquidation of the business to which the Bid was allotted, RIM may at its discretion decide to cancel this bid contract or to continue with any subsequent agreement, and RIM must be informed of all such changes in writing.

k. if my/our bid is accepted, I/we may be notified of such acceptance by ordinary post, fax, registered post or by E-mail and that the Post Office be regarded as my/our agent and that the delivery of a notice of acceptance to the Post/Fax/E-mail Office shall be regarded as delivery to me/us;

l. I/we shall within 7 (seven) days after receipt of invoice, pay RIM by way of a bank guaranteed cheque, electronic bank transfer or cash, the full amount; cheques are not acceptable for foreign buyers. Notwithstanding the above, no equipment will be issued unless fully paid for. The successful bidder will be informed of the release of the goods by RIM after payment has been received.
5

BID NUMBER RIM FER 02-2018/2019

m. I/we agree that after the lapse of the said 7 (seven) days and the necessary payment have been made to the satisfaction of RIM, I/we shall take possession of the said goods and remove the same within 120 (one hundred and twenty) days after all conditions having been met and notified as indicated in par 2.1(l) above. In the event that I/we fail to take possession of the abovementioned goods and remove them, a further 21 (twenty-one) days extension will be granted to me/us, but in such a case I/we shall be liable to pay RIM the amount of 1 (one) percent of the purchase price per day as pre-estimated and liquidated damages. In the event that I/we fail to take possession of and remove the goods within 141 (one hundred and forty-one) days after the specified time, RIM shall have the right (without notice) to terminate the contract and withhold the full amount already paid as pre-estimated and liquidated damages suffered as a result of the Bidders failure to perform in accordance with the terms and conditions of this agreement.

n. the law of the Republic of South Africa is applicable to any contract which will be established when my/our Bid is accepted and that I/we choose the following domicilium citandi et executandi:

Full street address

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

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

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

o. All bank costs or any other charges regarding the payment as indicated in paragraph 2.1 (l) will be for the account of the Bidder.

q. For Bid comparison purposes the date of Rate of Exchange of foreign currency and South African Rand (ZAR) will be as on the closing date of Bid.

2.2 Bidders should verify that there are no missing pages in their proposal. No liability will be accepted for the fact that pages are missing or duplicated.

2.3 I/we acknowledge that RIM has made no warranties or representations in respect of the goods. In particular I/we confirm that I/we have satisfied myself/ourselves of the

Robben Island Museum
presence, or not, of any hazardous material, or any other material, that may cause harm to any person coming into contact with such material. The presence of the following hazardous material has already been identified, namely; Asbestos and Fibreglass.

a. The goods are sold "voetstoots" (as is). No claims will be considered by RIM by virtue of incorrect description, quantity, inferior quality, condition, etc. Prospective Bidders are therefore advised to inspect the goods or have the goods inspected before the submission of bids. Time and place of viewing, (Clause 4) if and when applicable, of the lot(s) are indicated in the OFFER PARTICULARS (CLAUSE 3). In the event of any discrepancy between the goods/products viewed and the Bid documents, the Bid documents will take preference.

b. The bidder shall not be exonerated from his liabilities in the event of not being able to obtain an export, import or any other permit in any country.

c. The bidder shall abide by all applicable requirements of NEMA and other applicable environmental legislations.

2.4 I/we confirm furthermore that I/we have satisfied myself/ourselves that my/our Bid is correct in all respects and I/we accept that any mistakes regarding price(s) and calculation(s) will be my/our responsibility.

2.5 In all instances where an agent/authorised person bids on behalf of a Principal, the full name, work or home address of the principal must be furnished, in writing, in clause 5 below, as well as documentary proof of the agent/authorised person's appointment.

2.6 RIM is not obliged to accept the highest Bid or any Bid. RIM reserves the right to negotiate with any bidder.

2.7 Bids are on a basis of receipt of goods at the place of viewing as indicated below. If the bidder cannot personally take delivery of the goods, the bidder shall arrange that a representative does so on his/her behalf.
2.8 Annexures to this Bid form an integral part thereof.

2.9 The Bidder shall be solely responsible for and indemnify Robben Island Museum and hold the SA Government and the Robben Island Museum harmless against any losses, expenses, costs, damages, demand or claims arising from or in connection with illness or injury to or the death of any person and/or damage to the property of any persons, suffered or allegedly suffered in connection with or by reason or the use of any of the equipment/lots offered in this Bid.

2.10 The Bidder shall at own cost, clear the site of any spillages, construction materials and/or any other contamination and/or repair damage to property which may occur in the execution of the Bid, to the satisfaction of RIM.

2.11 It should be noted that any Bidder who has been found guilty of any transgression involving State- Owned property, will be disqualified from participation in this Bid and any further Bid.

2.12 The sale of the vessels is subject to RIM’s approvals. RIM shall not be liable for any delay in the abovementioned approval. Payment and collection shall only take place once Robben Island Museum approval has been obtained. RIM shall notify the successful Bidder of such approval.

2.13 The removal of the vessels will take place under the auspices of the Robben Island Museum and may be either intact, or by physical deconstruction upon receipt of all approvals and/or permits that may be required for such activities. The vessels are de- registered and neither Robben Island Museum gives any assurance whatsoever that these vessels can be made seaworthy for re-registration.

2.14 Please note that any Bidder who enters a bid on the goods must attach a copy of his valid CIPC company registration certificate (Including Tax number) to the Bid document; as well as the documentation required hereafter.

Robben Island Museum
2.15 Note: In all instances where an agent/authorised person or company transporting and/or deconstructing the items on behalf of the principal, such agent/person or company will be properly qualified and registered to do so. The names and CIPC company registration certificate (including Tax number) of all sub-contractors must be made available to RIM.

2.16 The successful bidder will comply with and adhere to all applicable Safety, Health and Environmental requirements including the following:

- Letter of Good Standing, from the Compensation Commissioner
- The Bidder shall have all valid relevant SHE permits, licences and certificates as prescribed by the applicable SHE statutory and regulatory requirements i.e. National Road Traffic Act, Occupational Health and Safety Act, National Environmental Management and Waste Acts.
- The Bidder must conduct lifecycle assessments for the intended use of articles and how the waste generated from such items should be handled to minimise harm to the environment and the health and wellbeing of the public.
- It is the responsibility of the Bidder to ensure that all their employees and subcontractors comply with the above mentioned requirements.
- On awarding the contract a 37(2) agreement shall be concluded between RIM and the successful bidder.
- All the documentation required in terms of this document
- The Bidder’s employees and subcontractors will be provided with all applicable PPE by the Bidder.

3. **OFFER PARTICULARS:**

**NOTE:** **NO VAT TO BE INCLUDED IN BID AMOUNT, as RIM is VAT exempted.**

<table>
<thead>
<tr>
<th>LOCATION: ROBBEN ISLAND</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOT NO</strong></td>
</tr>
<tr>
<td>RIM 1</td>
</tr>
</tbody>
</table>
3.1 SPECIFIC CONDITIONS

PLEASE NOTE 2.13, 2.14, 2.15 AND 2.16 ABOVE

3.1.1 It is known that there are hazardous waste materials/substances on the vessels. If the Bidder intends to remove the vessels intact, he/she agrees that the accountability for those waste materials/substances will revert to him/her in future. If the Bidder intends to remove the vessel/s by deconstruction; all hazardous waste materials/substances shall be disposed according to the NEMWA:

- To be disposed of by, at an authorised hazardous waste facility.
- The following documents are required from the Bidder:
  a. A detailed plan on how the vessels will be removed and a waste management plan on how the hazardous waste material/substances will be disposed of.
  b. Safe Disposal Certificates.
  c. A valid Waste Management License in the name of the Bidder.

All required documentation must be attached to the Bid document when returned. No bids for goods will be considered if the required documentation is not received with the returned Bid document.

VIEWING


LIST OF CONTACT PERSONS FOR VIEWING:

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>TEL</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Waseem Isaacs</td>
<td>021 413 4232</td>
<td>Ferry Operations</td>
</tr>
</tbody>
</table>

Robben Island Museum
5. **PARTICULARS OF BIDDER**

CAPACITY AND DETAILS OF AUTHORISATION BY VIRTUE OF WHICH THE BID IS SIGNED

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

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

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

DATE OF AUTHORISATION ............................................................

NAME OF BIDDER *(in block letters)* ............................................................

POSTAL ADDRESS ........................................................................

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

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

TELEPHONE NUMBER ............................................................

E MAIL ADDRESS ............................................................

FAX NUMBER ............................................................

Robben Island Museum
6. **OFFER**

6.1 I/we hereby offer to buy the goods or articles from RIM at the prices inserted in the applicable spaces provided in clause 3, in accordance with the terms and conditions contained in this Bid. I/we confirm that I/we are acquainted with the conditions contained in paragraph 2.1d. The offer is valid and irrevocable until 31 December 2018.

6.2 By signing this document, I/we furthermore confirm that I/we will adhere to the Occupational Health and Safety Act, Act 85 of 1993, in terms of section 10(4) in ensuring that the goods will comply to all prescribed requirements in ensuring that the goods will be safe and without risk to health when properly used, as well as all prescripts of the National Environmental Management: Waste Act, Act 59 of 2008 and all other relevant Environmental legislation that may be applicable in dealing with the goods.

SIGNATURES

ON ......................................................DAY OF .............................................2018.

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

BIDDER.AUTHORIZED PERSON

8. **ACCEPTANCE OF BID**

The Bidder’s offer is hereby accepted.

SIGNATURES

ON ......................................................DAY OF ............................................. 2018.

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

ON BEHALF OF RIM

Robben Island Museum
THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010
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

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5. Use of contract documents and information; inspection
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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
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
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) 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 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 contracts 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
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 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.