

NORTH WEST PARKS BOARD

TENDER NO.: NWPB/RFT/PNPPLANT/005/2018 (2) RE-ADVERT

TENDER DOCUMENT

FOR

PLANT HIRE FOR GRAVEL ROADS AT PILANESBERG NATIONAL PARK

CLOSING DATE : 05TH SEPTEMBER 2019
CLOSING TIME : 11:00 AM

**ISSUED BY :
NORTH WEST PARKS BOARD
PO BOX 4488
MMABATHO
2735**

TEL: (018) 397-1500
FAX: (018) 397-1649

NAME OF TENDERER :

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

TELEPHONE NUMBERS :

FAX NUMBER :

EMAIL ADDRESS :



North West Parks Board

**North West Province
Republic of South Africa**

TENDER INVITATION

NORTH WEST PARKS BOARD

REF: NWPB/RFT/PNPPLANT/005/2018 (2) RE-ADVERT

PLANT HIRE FOR GRAVEL ROADS AT PILANESBERG NATIONAL PARK

SCOPE OF WORKS: Suitably qualified and experienced service providers are hereby invited to submit bids for the Plant Hire for gravel roads at Pilanesberg National Park.

BID EVALUATION CRITERIA: Bids will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act No. 5 of 2000 and Preferential Procurement Regulation of Dec 2017. Bids will also be evaluated on functionality; as stipulated in the bid document; as well as submission of all documentation required; duly completed and signed bid document, pricing and experience.

BID DOCUMENTS: Tender Documents will be available on, Wednesday, 21st August 2019, between 08h00 to 16h30 from the Supply Chain Manager, Heritage House, and Cooke's Lake Mafikeng.

BREFING SESSION A Compulsory briefing session will be held on Wednesday, the 21st August 2019 at 11h00am, Pilanesberg National Park Admin Offices. Tender documents will be sold at the briefing session.

BID DEPOSIT: Non Refundable deposit of R200.00 (Cash Only) is payable for the tender document.

BID CLOSING: Thursday, 05th September 2019 at 11h00am. Bid documents to be deposited in the Bid Box situated at the North West Parks Board, Head Office, Heritage House, Cooke's Lake, Mafikeng, on or before closing date and time.

Technical Related queries may be directed to Technical Manager on knotununu@nwpb.org.za or 014 555 1600, Procurement Related queries may be directed to SCM Manager on flakey@nwpb.org.za alternatively on 018 397 1500 during office hours.

(North West Parks Board supports the principle of Broad Based Black Economic Empowerment and same will be a consideration in tender adjudication. North West Parks Board does not bind itself to accept the lowest or any tender, and does not accept responsibility for any costs incurred by a third party in the development/preparation of the tender proposal)



North West Parks Board

North West Province

Republic of South Africa

Postal Address : PO Box 4488 Mmabatho 2735, North West Province, South Africa

Street Address : Heritage House, Cookes Lake, MAFIKENG

Telephone : (018) 397-1500 **Fax** : (018) 397-1649

Email Address : flakey@nwpb.org.za **Web Site** : www.nwpb.org.za

Enquiries : Supply Chain Manager

Telephone : 018) 397-1500

Fax : 018) 397- 1649

Email : flakey@nwpb.org.za

TENDER RULES

BID NUMBER: NWPB/RFT/REPPNP/004/2018 (2) RE-ADVERT

1. You are hereby invited to submit bids for the Repairs on 8km Tarred Kgabo Drive at Pilanesberg National Park.
2. The conditions contained in the General Conditions of Contract (GCC) attached and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
3. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract
4. All the documents accompanying this invitation to bid, must be deposited in the bid box, in a sealed envelope clearly marked with the description of this bid, before the closing date and time. The bid box is situated at the reception of the North West Parks Board, Heritage House, Cooke's Lake, Mafikeng
5. No telegraphic, electronic mail or facsimile bids will be considered
6. A non-refundable cash deposit of R200 is payable for this document. Tender documents are available during working hours only from the Supply Chain Management Office (contact person: Supply Chain Manager, Tel Number: [018] 397 1500.
7. The North West Parks Board is committed to the principle of Broad Based Black Economic Empowerment and same is a consideration in tender adjudication.
8. The North West Parks Board reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.
9. For further information, please contact the following:

The Supply Chain Manager

Tel: (018) 397-1500

Fax: (018) 397-1649

Email: flakey@nwpb.org.za

10. Conditions to Bid

The bid is issued under the condition that the bidder should at any stage during planning, production or execution or on completion of the bid be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the North West Parks Board. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests, and analysis free of charge unless otherwise specified. The bidder also agrees that its financial standing may be examined as part of the inspection.

All the relevant forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official.

11. Please ensure that the following documents are attached:

- ◆ Original completed and signed where applicable Bid Documents;
- ◆ Original Valid Tax Clearance Certificate
- ◆ Valid Certified copy of the original I.D for directors/ members of the Company(s).
- ◆ Copy of Company Registration Certificate(s) from the Registrar of Companies (all Joint Venture members, where applicable);
- ◆ Company Profile reflecting experience for contracts of similar nature and contactable references;
- ◆ In case of Joint Venture, an Original Valid Tax Clearance of all Partners should be submitted as well as a signed Joint Venture Agreement;
- ◆ Copies of latest audited annual financial statements
- ◆ CIBD Grading 2CE
- ◆ B-BBEE Certificate (Status Document)
- ◆ Central Supplier Database registration (CSD)

Should all the documents stated in item 11 above not be attached, your submission will be declared invalid.

12. The North West Parks Board accepts no responsibility for any costs incurred by a third party participating in the tendering process.

13. EVALUATION CRITERIA TO BE USED

First level of short-listing – Submission of all documentation required and duly completed bid document.

Second level of short-listing – functionality, a minimum of 70 points scored.

Third and final level of short-listing – 80/20 point system, where:

- 80 points are for Price
- 20 points are for B-BBEE level of contribution

.....
SUPPLY CHAIN MANAGER
NORTH WEST PARKS BOARD

12/08/2019
.....
DATE

INSTRUCTION TO THE BIDDER CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING INFORMATION OR FORMS HAVE BEEN DULY COMPLETED AND SIGNED. TENDERERS MUST ENSURE THAT DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT.

1.	Authority to Sign the Bid	Yes	No
2.	Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached	Yes	No
3.	SBD 4 (Declaration of interest) Is the form duly completed and signed?	Yes	No
4.	SBD 6.1 (Preference Points claim form for purchases) Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No
5.	SBD 8 (Declaration of Past Supply Chain Practice) Is the form duly completed and signed?	Yes	No
6.	SBD 9 (Certificate of Independent Determination) Is the form duly completed and signed?	Yes	No
7.	Specifications for construction and Smart Meters Is the form duly completed and signed?	Yes	No
8.	Special Conditions of Contract Is the form duly completed and signed?	Yes	No
9.	Terms of reference for repairs Is the form duly completed and signed?	Yes	No
10.	SBD 7.2 (Contract Form – Rendering of Services) Is the form duly completed and signed?	Yes	No
11.	Form of Offer Is the form duly completed and signed?	Yes	No
12.	Company Registration/ CSD Registration Is the company CIPC included?	Yes	No
13.	Certified Copies of Directors Identity Document Is your ID copies certified and not older than three months?	Yes	No
14.	BBBEE Certificate Is your BBBEE Certificate attached?	Yes	No
15.	CIDB GRADING Is your CIDB Certificate attached?		
16.	Last Audited Financial Statements Is your Last Audited Financial Statements attached?	Yes	No
17.	Company Profile and proof of contracts of similar experience Is your Company Profile and proof of contracts of similar experience attached?	Yes	No
18.	Joint Venture Agreement Is your Joint Venture Agreement attached? (only when required when such agreement has been entered into by the company)	Yes	No
AUTHORISED SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
COMPANY NAME			

ANNEXURE A

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to NWPB's 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 with NWPB

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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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids;
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations;
- 1.4 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised 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 or components, a commercially recognised 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 specific 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 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 the service;

1.20 “Project Site” where applicable, means the place indicated in the bidding documents;

1.21 “Purchaser” means the organisation 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 this contract;

1.25 “Written” or “in writing” means handwritten in black 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 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

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 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 the 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 the 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 specific in the 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 NWPB or an organisation acting on behalf of NWPB;

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 costs 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 costs 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 the account of a breach of the conditions thereof, or to act in terms of clause 23 of the 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 the 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 the SCC;

10.2 Documents to be submitted by the supplier are specified in the 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 the 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 the 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 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 the 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 the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

16.3 Payment 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 the SCC;

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in the 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 Government body or parastatal;

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, if 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 GG 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 in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quantity 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 judgement 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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after 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 subsidised import, NWPB is not liable for any amount so required or imposed, or for the amount of any such increase. When, after 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 NWPB or the NWPB 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 another 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 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 to the supplier

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or

interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser, and

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

(c) 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, licence fees, and other such levies imposed outside the purchaser's country;

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence 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 award of a bid, NWPB 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.

SBD 1

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE REPAIRS ON 8KM TARRERD KGABO DRIVE AT PILANESBERG
NATIONAL PARK IN THE NORTH WEST PROVINCE**

**BID REFERENCE NUMBER: NWPB/RFT/REPPNP/005/2018 (2) RE-ADVERT CLOSING DATE 05th
September 2019**

CLOSING TIME: 11H00

DESCRIPTION: IN THE NORTH WEST PROVINCE

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

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT

**Reception of North West Parks Board , Head Office
Heritage House, Cookes Lake
Mafikeng**

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

The bid box is open during working hours only (Monday to Friday: 08h00 to 16h30).

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)

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

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NO

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2) YES / NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES / NO

IF YES WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]

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

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
OR A REGISTERD AUDITOR.....

**(A B-BBEE STATUS LEVEL VERIFICATION CERIFICATE 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/WORK OFFERED? YES / NO

SIGNATURE OF BIDDERDATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE (INCLUSIVE OF VAT)

TOTAL NUMBER OF ITEMS OFFERED.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Division:	SUPPLY CHAIN MANAGEMENT
Contact Person	Mr Frank Lakey
Tel:	018 397-1500
Fax:	018 397-1649
E-mail Address	flakey@nwpb.org.za

ANY ENQUIRIES REGARDING THE SCOPE OF WORK AND SPECIFICATIONS MAY BE DIRECTED TO:

Division:	Technical Division – Pilanesberg National Park
Contact Person	Technical Manager: Mr Khaya Notununu
Tel:	014 555 1600
Fax:	086 626 9417
E-mail Address	<u>knotununu@nwpb.org.za</u>

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

- 1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.**
- 2. The attached form "Application for Tax Clearance Certificate (In respect of bidders)" must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.**
- 3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office nationally or on the website www.sars.gov.za**
- 4. Applications for the Tax Clearance Certificate may also be via E-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za**

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the principal, or persons having a kinship with persons employed by the principal, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the principal, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
 - the bidder is employed by the principal; and / or
 - the legal person on whose behalf the bidding document is signed, has a relationship with the persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person and persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Are you or any person connected with the bidder, YES / NO
employed by the principal?

2.1.2 If so, state particulars

.....
.....

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

2.2.1 If so, state particulars

.....
.....

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

2.3.1 If so, state particulars

.....
.....

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, shareholder etc):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

*** "State" means –**

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

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

3.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

.....

Name of state institution to which the person is connected:

.....

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

Any other particulars:

.....

.....

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

3.8.1 If so, furnish particulars:

.....

.....

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

3.9.1 If so, furnish particulars.

Name of person / director / shareholder/ member:

.....

Name of state institution to which the person is connected:

.....

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

Nature of Relationship:

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

3.10.1 If so, furnish particulars.

.....

Name of person / director / shareholder/ member:

.....

Name of state institution to which the person is connected:

.....

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

Nature of Relationship :

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT. I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Note : Should the bidder or any of its directors/members or shareholders be employees of any organ of state as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), such member/director or shareholder must submit a certified copy of the permission granted by the Executive Authority of his/her Department to conduct remunerative work in the Public Service as contemplated in the Public Service Act, 1994 (Act 103 of 1994) Chapter VII, Sections 30 and 31. Failure to submit the proof will automatically invalidate the bid. Knowingly not submitting it will make the person liable for fraud.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with annual total revenue of R5 million or less.
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2** Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3** Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4** A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5** A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6** Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7** A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm :

- 9.2 VAT registration number :

- 9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer
 Supplier
 Professional service provider
 Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:

.....

.....

.....

.....

(SMME clarification and value added – from next page)

**ACT NO. 102 OF 1996: NATIONAL SMALL BUSINESS ACT, 1996.
CHAPTER I**

"small business" means a separate and distinct business entity, including co-operative enterprises and non-governmental organisations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy mentioned in column I of the Schedule and which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule;

"small business organisation" means any entity, whether or not incorporated or registered under any law, which consists mainly of persons carrying on small business concerns in any economic sector, or which has been established for the purpose of promoting the interests of or representing small business concerns, and includes any federation consisting wholly or partly of such association, and also any branch of such organisation;

5

SCHEDULE**"SCHEDULE***(See definition of 'small business' in section 1)*

Column 1 Sector or subsector in accordance with the Standard Industrial Classification	Column 2 Size of class	Column 3 The total full-time equivalent of paid employees	Column 4 Total turn-over	Column 5 Total gross asset value (fixed property excluded)
Agriculture	Medium	100	R5m	R5m
	Small	50	R3m	R3m
	Very Small	10	R0.50m	R0.50m
	Micro	5	R0.20m	R0.10m
Mining and Quarrying	Medium	200	R39m	R23m
	Small	50	R10m	R6m
	Very Small	20	R4m	R2m
	Micro	5	R0.20m	R0.10m
Manufacturing	Medium	200	R51m	R19m
	Small	50	R13m	R5m
	Very Small	20	R5m	R2m
	Micro	5	R0.20m	R0.10m
Electricity, Gas and Water	Medium	200	R51m	R19m
	Small	50	R13m	R5m
	Very Small	20	R5.10m	R1.90m
	Micro	5	R0.20m	R0.10m
Construction	Medium	200	R26m	R5m
	Small	50	R6m	R1m
	Very Small	20	R3m	R0.50m
	Micro	5	R0.20m	R0.10m
Retail and Motor Trade and Repair Services	Medium	200	R39m	R6m
	Small	50	R19m	R3m
	Very Small	20	R4m	R0.60m
	Micro	5	R0.20m	R0.10m
Wholesale Trade, Commercial Agents and Allied Services	Medium	200	R64m	R10m
	Small	50	R32m	R5m
	Very Small	20	R6m	R0.60m
	Micro	5	R0.20m	R0.10m
Catering, Accommodation and other Trade	Medium	200	R13m	R3m
	Small	50	R6m	R1m
	Very Small	20	R5.10m	R1.90m
	Micro	5	R0.20m	R0.10m

Column 1 Sector or subsector in accordance with the Standard Industrial Classification	Column 2 Size of class	Column 3 The total full-time equivalent of paid employees	Column 4 Total turn-over	Column 5 Total gross asset value (fixed property excluded)
Transport, Storage and Communications	Medium	200	R26m	R6m
	Small	50		
	Very Small	20	R1.3m	R3m
	Micro	5	R3m	R0.60m
Finance and Business Services	Medium	200	R0.20m	R0.10m
			R26m	R5m
	Small	50		
	Very Small	20	R1.3m	R3m
Community, Social and Personal Services	Micro	5	R3m	R0.50m
	Medium	200	R0.20m	R0.10m
			R1.3m	R6m
	Small	50		
	Very Small	20	R6m	R3m
	Micro	5	R1m	R0.60m
			R0.20m	R0.10m

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. Abused the institution's supply chain management system;
 - b. Committed fraud or any other improper conduct in relation to such system; or
 - c. Failed to perform on any previous contract
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za click the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)326 5445		
4.2.1	If so, furnish particulars:		
4.3	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?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1** This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2** Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3** Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a.** disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b.** cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4** This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5** In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by: **NORTH WEST PARKS BOARD**

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

I certify, on behalf

of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

SBD 9

7. 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.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) NORTH WEST PARKS BOARD in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number NWPB/RFT/REPPNP/005/2018 (2) RE-ADVERT at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Form of Tender;
 - Preference certificates in terms of the Preferential Procurement Regulations, 2017;
 - Declaration of interest;
 - (ii) General Conditions of Contract; and
 - (iii) Scope of Works
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and the rate(s) cover all my obligations and I accept any mistakes regarding the price(s) and rate(s) and calculations will be at my own risk;
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract;
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid;
6. That my tender is and will remain valid for a period of 90 calendar days from the date of close of tender;
7. Penalties will be applicable and payable as per security requirements schedule;
8. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

COMMISSIONER OF OATHS	
NAME (PRINT).....	
DESIGNATION.....	
DATE	
OFFICIAL STAMP	

**CONTRACT FORM – RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. Iin my capacity as
2.

accept your bid under reference numberdatedfor the rendering of services as indicated hereunder and/or further specified in annexure(s).

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

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice, which invoice should be supported by a progress / management report on services delivered during the previous month.

DESCRIPTION OF SERVICE	PRICE (VAT INCL.)	COMPLETION DATE	PREF CLAIMED FOR B-BBEE LEVEL CERTIFICATE	POINTS FOR B-STATUS	TOTAL POINTS FOR FINANCIAL COMPONENTS	POINTS FOR HDI

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

SIGNED ATON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2.....

DATE.....

COMMISSIONER OF OATHS

NAME
(PRINT).....

DESIGNATION.....

DATE
.....

SPECIAL CONDITIONS OF CONTRACT

REPAIRS ON 8KM TARRED KGABO DRIVE AT PILANESBERG NATIONAL PARK

Table of Contents

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1. Background

North West Parks Board (NWPB) was established as a Government Supported Institution pursuant to the North West Parks Board Act no. 3 of 2015. The Board manages assets which include an estate of 15 parks.

The primary purpose of the establishment is to facilitate sustainable responsible tourism development and biodiversity conservation management. The underlying thrust behind the creation of a single GSI combining tourism marketing & development on one hand, and protected areas management on the other, was refocusing of aspects of the conservation function in order to create synergies between tourism promotion and conservation, in the interest of job creation and economic development.

2. PURPOSE

REPAIRS ON 8KM TARRED KGABO DRIVE AT PILANESBERG NATIONAL PARK

- Proof of previous experience in similar services must be supplied to the North West Parks Board
- All work must be done with reference to the specifications.

3. LEGAL FRAMEWORK

The following legislative framework informs these criteria:

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The other Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

4. SCOPE OF WORK

The North West Parks Board requires the services of suitably qualified service providers, to bid for the repairs on 8km Tarred Kgabo Drive at Pilanesberg National Park.

Scope of works for the Repairs and re-surfacing of Kgabo drive

	QTY	UNIT	PRICE/UNIT	TOTAL
<u>Pothole repairs</u>				
Excavate / clean area in and around potholes to be repaired (pot holes spread over 8km)	1	Item		
Inspect existing base (do repairs if required).	1	Item		
Apply prime coat.	1	Item		
Apply filler mix	1	Item		
Compact to required standard	1	Item		
<u>Edge Break Repairs (Road Shoulders)</u>				
Excavate/clean area in and around shoulder to be repaired. (2x8km)	16	km		
Inspect existing base (do repairs if required).	16	km		
Apply applicable/ necessary WEED control measures.	16	km		
Apply prime coat.	16	km		
Apply filler mix	16	km		
Apply final seal coat / tack-coat	16	km		
<u>Re-surfacing</u>				
Apply 40mm pre-mix 6km, 5m wide	30 000	m ²		
Site clearance	1	Item		
Rehabilitate all areas where spillage occurred using applicable process/methods.	1	Item		
Traffic control and signage during construction	1	Item		
	SUB TOTAL			
	V.A.T			
	TOTAL			

SCOPE OF WORK DETAIL

The estimated work on Kgabo drive is 8 kilometers long and it is estimated that approximately 30 000m² of road will have to be repaired.

The preferred service provider must supervise the entire operation and provide the following:

- A supervisor
- At least 15 laborers of which 10 must be recruited locally
- Traffic control and signage
- All plant necessary to carry out the work i.e. the automated asphalt application equipment/machinery, a roller, aggregate, emulsion, solvent, tools etc.
- The service provider must also provide own housing and that of its labour.

Park management will provide the following:

- An armed guard for labour only.
- A storage site for the aggregate and emulsion.
- Gate access Permits for the Service Provider and team.
- Induction for the service provider and team.

4.1 Activities

The successful service provider is expected to work in close collaboration with responsible officials in the Pilanesberg National Park of the North West Parks Board.

1. DELIVERABLES

The service provider will be expected to provide the above services as per the INSTRUCTIONS TO TENDERERS from the NWPB

***NB: All bidders must have experience in tarred road maintenance and Contactable References must accompany bids.**

6. TIMEFRAMES

6.1 Schedule of Activities

Please note that time frames indicated may be subject to change. The North West Parks Board have the right not to award or terminate the contract. The successful bidder will start the project within 14 working days after receiving an official order.

7. EXPERTISE AND SKILLS REQUIRED

7.1 The ideal service provider should be experienced in similar contracts and have a sound track record of work previously done.

7.2 The following competencies and skills are also required:

- Availability of road maintenance tools and extensive experience in similar services.

8. EVALUATION METHODOLOGY

The Contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act of 2000), bids will be adjudicated in terms of (80/20) preference point system in terms of short-listing process which points are awarded to bidders on the basis of:

FUNCTIONALITY

100

Functionality (100 points)

A maximum of 100 points may be awarded for the proven extent of the bidder's for functionality. In order for a tender to be considered the tenderer must be able to demonstrate his ability with regards to the following and points will be awarded as follows: proof to be provided

<u>Previous Construction Experience</u>	<u>20 points</u>
With a minimum Experience of two years	10 points
With a minimum Experience of five years	15 points
With a minimum Experience of ten years	20 points
<u>Ownership of construction tools and equipment</u>	<u>25 points</u>
<u>Previous Completed Similar Projects</u>	<u>25 points</u>
For completed projects of up to & inclusive of R 250 000.00	15 points
For completed projects of up to & inclusive of R 500 000.00	20 points
For completed projects exceeding R 1 million	25 points
<u>Site Foreman's Experience in similar projects</u>	<u>20 points</u>
With Road Maintenance Experience of up to Two years	10 points
With Road Maintenance Experience of more than five years	20 points
<u>Locality of main office</u>	<u>10 points</u>
Located in the North West Province (site visits to be conducted for short-listed bidders)	

TOTAL 100

Minimum threshold for functionality 70

A bidder that scores less than 70 points out of 100 in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified. A bidder who scored the minimum threshold of 70 or above will advance to next phase of the evaluation on the 80/20 preference point system, where price = 80 and empowerment 20 (B-BBEE level status verification certificate)

(i) Only a bidder who has completed and signed the declaration part of the preference points claim form will be considered for preference points.

Before a bid is adjudicated or at any time, it may be required from a bidder to substantiate claims it has made with regard to preference.

(ii) Points scored will be rounded off to the nearest 2 decimals. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals.

(iii) The North West Parks Board reserves the right to:

- Request further information from any bidder after the closing date; Verify information and documentation of the respective bidder;
- Make sure that the bidder(s) have at their disposal the necessary Infrastructure, equipment and tools to execute the contract to the satisfaction of the North West Parks Board prior to the awarding of the contract;
- Inspect the operation or any part thereof during the evaluation phase of the Bid; or
- Arrange contracts with more than one Service Provider and to order its requirements from the most economical, suitable or convenient source of supply

(iv) All proposals will be treated strictly and confidential.

9. TERMS AND CONDITIONS

(i) It is required of a bidder to propose an initial work plan indicating how they propose to approach the specified contract and also demonstrate the capacity to deliver.

(ii) The successful bidder, in consultation with NWPB management will then develop a detailed plan, within the scope of the specifications mentioned in this tender.

(iii) The service provider will be expected to adhere strictly to the deadlines specified by the North West Parks Board at all times.

(vi) The service provider under this contract will follow all NWPB Rules and Regulations.

(vii) Payment will be effected on receipt of the invoice after the issuing of certificates signed by the Requesting Manager, and the Contractor and prove thereof are submitted to the Finance Department at NWPB Head Office.

(viii) Prices quoted must be net and inclusive of VAT and all other costs

10. PENALTIES / WARRANTIES

10.1 If it is shown that errors or shortcomings exist within the Contract, the Contractor shall be notified in writing and shall be required to perform Corrective services within seven (10) days to remedy such errors at no cost to North West Parks Board.

10.2 The North West Parks Board reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. The NWPB shall serve thirty (30) days written notice for termination of contract in the case of non-performance.

10.3 The North West Parks Board reserves the right to inspect or audit any documentation pertaining to this contract. This may also include queries and complaints.

10.4 Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor shall be charged for the cost of the audit or inspection as well as the cost of any losses incurred by the North West Parks Board associated with such non-compliance.

10.5 The North West Parks Board also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the project.

SIGNATURE :

**DULY AUTHORISED TO
SIGN ON BEHALF OF** :

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

AS WITNESSES : 1.

: 2.

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at.....

on this the day of.....in the year.....

between THE NORTH WEST PARKS BOARD (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

and

(hereinafter called "the Mandatory") of the other part, herein represented by

.....

in his capacity as

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works/services to be constructed/supplied, viz and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
 - (a) the date of the Final Certificate issued in terms of Clause 55 of the Committee of Land Transport Officials General Conditions of Contract 1998 (hereinafter referred to as "the GCC"), as contained in Volume 1 of the Contract Documents pertaining to this Contract, or
 - (b) the date of termination of the Contract in terms of Clauses 57, 58 or 59 of the GCC.

3. The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of Employers to their employees
 - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees
 - (iii) Section 37 : Acts or omissions by employees or mandatories
 - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. In addition to the requirements of Clause 36 of the GCC (as amended by Special Condition of Contract contained in Volume 3 of the Contract Documents pertaining to this Contract) and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
1. The Mandatory warrants that all his and his subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
2. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatories hereon in the presence of the subscribing witnesses

SIGNED FOR AND ON BEHALF OF THE EMPLOYER :

Witness Witness

(Name) (Name)
(Print) (Print)

SIGNED FOR AND ON BEHALF OF THE MANDATORY :

Witness Witness

(Name) (Name)
(Print) (Print)

ANNEXURE A

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS
OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

An example is given below:

"By resolution of the board of directors passed at a meeting held on20.....,

Mr/Mswhose signature

appears below, has been duly authorized to sign the AGREEMENT IN TERMS OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of

.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS : **WITNESS** :

NAME (in capitals): **NAME** :

PARK RULES AND REGULATIONS

NORTH WEST PARKS BOARD

1. RULES AND REGULATIONS FOR CONTRACTORS

Contractors shall at all times adhere to the provisions and regulations of the North West Parks Board (NWPB). Contractors / Suppliers shall particularly bear in mind that it is strictly prohibited to:

- Drive anywhere else than on an authorized road;
- Play loud music anywhere in the game reserve that may disturb other visitors;
- Exceed the indicated speed limit of 40 km/h;
- Injure, feed or disturb any form of wildlife;
- Uproot, pick, cut or damage any plant or be in possession of any part of a plant which is indigenous to the Pilanesberg National Park;
- Place any name, letter, figure, symbol, mark, or picture on any object;
- Discard any burning object in such a manner or place as to cause fire;
- Be in possession of any explosives or of any unsealed or loaded firearm;
- Bring any pets, whether domestic or otherwise, into the park;
- Discard any article or refuse otherwise than by placing it in a receptacle or place intended therefore;
- Drive or park a vehicle in such a manner as to cause disturbance or inconvenience to any other person;
- Cause any noise between 21:30 and 06:00 likely to disturb any other person;
- Advertise or offer any goods for sale;
- Collect any money from the public or give public entertainment for reward;
- Stay overnight in any rest camp without the knowledge of the supervisor;
- Travel in the park during times other than those laid down by the regulations;
- Stay overnight at any place other than in a rest camp or a place other than that designated by the Board;
- Drive a vehicle in the game reserve without a valid driver's license.
- Offenders will be liable to a fine of up to R800,00.

2. FEATURES REQUIRING SPECIAL ATTENTION

2.1 EXISTING SERVICES (CARE, DAMAGE AND PROTECTION)

Before commencing any excavation the contractor shall check the location of all existing pipes, lines, cables (underground and overhead), ducts, etc, within the area of the works with the NWPB Technical Officer and any other authorities concerned, in order to ensure that no damage is caused by construction operations. Any damage caused to existing services shall be repaired at the contractor's cost.

2.2 WORK WITHIN THE PARK

The contractor / supplier shall be responsible to ensure that all his employees obey the rules of the NWPB and follow any instructions given by officers of the NWPB concerning the environment.

A copy of these rules is enclosed and copies are also available at the Pilanesberg National Park Administration Offices.

2.3 PRESERVATION OF TREES, SHRUBS AND OTHER VEGETATION

The contractor shall take all necessary precautions to prevent the outbreak and spreading of bush fires and ensure that all his employees are aware of these precautions. No tree, bush or shrub may be damaged or removed without the permission of the Park Warden. Such permission will not be unreasonably withheld.

The contractor will be fined R500,00 for each tree which is willfully destroyed or cut down without prior written permission of the Park Warden or consultant.

2.4 PREVENTION OF EROSION

All earthworks, berms, channels, spoil and borrow areas are to be constructed in such a way as to minimize the possibility of erosion. Any instructions received from the Park Official in this regard shall be strictly adhered to.

2.5 TRAFFIC AND DUST CONTROL

The contractor / supplier shall organize his activities in such a way as to cause the minimum disruption to the normal functioning of the park. A speed limit of 40 km/h is enforced throughout the game reserve to reduce dust and minimize disruption to wildlife. The contractor shall ensure that his employees abide by this restriction.

The penalty for exceeding the speed limit is R500,00.

2.6 PREVENTION OF ACCESS TO THE WORKS BY THE PUBLIC

The contractor shall ensure that the new works are clearly marked at all times to prevent access to the works by the public during construction. Access is to be prevented by placing drums and suitable barriers across all access roads to the works over weekends, public holidays and every evening at 18:00.

2.7 LIMITATION OF WORKING DAYS AND HOURS

No suppliers/ services shall be executed in the game reserve on Saturdays, Sundays and public holidays due to the influx of tourists.

The contractor must ensure that all members of his personnel leave the game reserve before 18:00.

2.8 PREVENTION OF DISEASES

All on-site toilets are to be of the chemical type, and the toilet contents shall be disposed of regularly by the contractor to a designated area indicated by a Parks Official. Failure to comply will incur a penalty of R100,00 per incident.

The contractor shall provide, at each location, a suitable receptacle to contain all the daily refuse. The refuse shall be disposed of regularly by the contractor to a designated area indicated by a Parks Board Official.

Failure to comply will incur a penalty of R100,00 per incident.

2.9 PROTECTION OF WATER RESOURCES

The contractor / supplier shall, at all times, ensure that all equipment used to obtain water from any site in the game reserve is in good working order so as not to leak diesel, fuel or any foreign substances into the reserve's water resources. Failure to comply will incur a penalty of R500,00 per incident.

2.10 PERSONNEL

No site personnel shall wander away from the site location.

A competent supervisor shall be on site at all times to ensure that the site personnel adhere to all regulations laid down by the NWPB.

2.11 RECLAMATION

All building rubble shall be removed from the game reserve and the site shall be reclaimed in accordance with NWPB specifications.

All short cuts through the game reserve caused by contractors' / suppliers' vehicles and personnel shall be reclaimed to NWPB specifications.

All borrow pits shall be reclaimed to NWPB specifications.

The penalty for failure to comply is R500,00 per site.

2.12 TRANSPORTATION

All LDVs shall be fitted with canopies or steel cages so as to enable the contractor /supplier to safely transport personnel to and from the work site in the game reserve.

2.13 OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO 85 OF 1993)

It is a prerequisite that all contractors working in NWPB Parks conform to the Health and Safety Agreement between the employer and the contractor (in terms of section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993).

Failure to comply with this Act will incur a penalty of no less than R1 000,00.

2.14 INDEMNITY PERMIT

All contractors / suppliers and their personnel shall sign a contractor's indemnity form before any work is carried out in the game reserve. Failure to comply will incur a penalty of R200,00 per incident.

2.15 ENVIRONMENTAL IMPACT REPORT

Where construction work is subject to the conditions laid down in the Scoping Report and other relevant correspondence from the Department of Environmental Affairs and Tourism the contractor shall ensure that all the mitigation measures for environmental impacts are applied as detailed in such reports.

Identification of Personnel & Vehicles

The contractor's vehicles must clearly display the name of the company on both sides of the vehicles in such a manner that it is visible to passing traffic.

All contractor employees must wear a uniform type of clothing displaying the company name on the front or back.

REPAIRS ON 8KM TARRED KGABO DRIVE AT PILANESBERG NATIONAL PARK: SPECIFIC CONDITIONS OF TENDER

4. The company shall appoint a senior official acceptable to NWPB , who will on a permanent basis, serve as liaison person between the company and NWPB. This official should be available to attend meetings with NWPB;
5. The contractor must abide by the Park Regulations and by the Contractor Rules which may be in force from time to time;
6. The contractor is to carry a Public Liability Insurance Policy to the value of R1m (One million rands);
7. The contractor and his staff will be required to sign the standard Board indemnity and obey Park rules and regulations;
8. A compulsory site inspection to be attended by all tenderers on Thursday, 27th September 2018 at 11h00am at Pilanesberg National Park.

PLEASE NOTE TENDERS SUBMITTED BY FAX OR POSTAL SERVICE WILL <u>NOT</u> BE CONSIDERED. LATE SUBMISSIONS <u>WILL NOT</u> BE ACCEPTED FOR EVALUATION
--

REPAIRS ON 8KM TARRED KGABO DRIVE AT PILANESBRG NATIONAL PARK**PRICING**

NO.	DESCRIPTION	NO. OF MONTHS	RATE PER SQUARE METER	TOTAL TENDER PRICE
1	Repairs on 8km Tarred Kgabo Drive at Pilanesberg National Park			
SUB TOTAL				
VAT @ 15%				
TOTAL TENDER AMOUNT				

TENDER PRICE R.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS :.....

DATE :

SIGNATURE OF SIGNATORY :.....

NAME (in capitals) : WITNESS :.....

NAME (in capitals) : WITNESS :.....

NORTH WEST PARKS BOARD

CONFIRMATION OF ADHERANCE TO COMPULSORY SITE INSPECTION

NWPB CONTRACT

CONTACT PERSON :

CONTACT NUMBER :

PHYSICAL ADDRESS :

It is hereby confirmed that (name of company)
followed the

Tender requirement of a compulsory site inspection to the relevant buildings/site

on (date).

Tendered :

Date :

Affix NWPB stamp

.....
NWPB OFFICIAL

DATE:.....

FORM OF TENDER

Short Description of Service **REPAIRS ON 8KM TARRED KGABO DRIVE AT PILANESBERG NATIONAL PARK**
Contract No : **NWPB/RFT/REPPNP/004/2018 (2) RE-ADVERT**

To : North West Parks Board's Head Office.

Having examined the attached documents and Specifications of the above named Service, I/we offer to provide all services as set out in the Specifications, save as amended by the Alterations by Tenderer (if any), for the sum of

R.....

.....) (*in words*) or such other sum as may be ascertained in accordance with the terms of the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Services, I/we agree to their being corrected by you or by the engineer acting on your behalf, the rates being taken as correct.

I/we undertake to deliver all of the services as laid out in the Schedule of Services within a period of months. If my/our tender is accepted, I/we will, when required sign a delivery contract with the North West Parks Board.

Unless and until a formal agreement is prepared and executed, this tender together with the written acceptance thereof by yourselves or the engineer acting on your behalf, shall constitute a binding contract between us.

I/we understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully,

Signature (duly authorized to sign) :.....

on behalf of :.....

Address :

.....

Telephone number :.....

Date :.....

INDEMNITY

I (FULL NAME)

(IDENTIFICATION NUMBER)

(ADDRESS)

HEREBY DECLARE THAT:

I shall not hold the North West Parks Board (NWPB) responsible for any damage I may suffer as a result of any bodily injuries/illness whether fatal or otherwise, nor shall I hold the NWPB responsible for any damage I may suffer arising from the loss or damage to my property brought into the Park, irrespective of whether such bodily injury/illness, loss or damage arises as a result of fire, theft, flood, or from negligence or intentional act of any person whether or not in the employ of the NWPB, or caused by an animal in the Park. This indemnity is valid for the duration of my stay on the Park irrespective of the number of days I need and entries I have to make to complete my work/contract in the Park.

Signature

Date

Witness 1

Witness 2

North West Parks Board supports the principle of Broad Based Black Economic Empowerment and same will be a consideration in tender adjudication. North West Parks Board does not bind itself to accept the lowest or any tender. and does not accept responsibility for any costs incurred by a third party in the development/preparation of the tender proposal)

PLEASE NOTE TENDERS SUBMITTED BY FAX OR POSTAL SERVICE WILL <u>NOT</u> BE CONSIDERED. LATE SUBMISSIONS <u>WILL NOT</u> BE ACCEPTED FOR EVALUATION
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[illegible]