

# NORTH WEST PARKS AND TOURISM BOARD

**TENDER NO.: NWPTB/RFQ/INTERN/001/2025**  
**TENDER DOCUMENT**

**FOR**

**FOR THE PROVISION OF INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES FOR A PERIOD OF 36 MONTHS**

**CLOSING DATE: 30<sup>TH</sup> JUNE 2025**  
**CLOSING TIME: 11:00 AM**

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

**TEL: (018) 397-1500**

**NAME OF TENDERER** : .....

**ADDRESS** : .....  
.....  
.....

**TELEPHONE NUMBERS** : .....

**FAX NUMBER** : .....

**EMAIL ADDRESS** : .....



**North West Parks & Tourism Board**  
North West Province  
Republic of South Africa



## **TENDER INVITATION**

**NORTH WEST PARKS AND TOURISM BOARD**  
**REF: NWPTB/RFQ/INTERN/001/2025**

**REQUESTING QUOTATIONS FOR THE PROVISION OF INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES FOR A PERIOD OF 36 MONTHS.**

QUOTATIONS FROM QUALIFIED AND EXPERIENCED SERVICE PROVIDERS FOR THE PROVISION OF INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES IN THE NORTH WEST PROVINCE OF SOUTH AFRICA.

- SCOPE OF WORKS:** Suitably qualified and experienced service providers are hereby invited to submit bids for the provision of Provision of Internet Services to all North West Parks and Tourism Board work stations, including nature reserves in the North West Province.
- 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 Nov 2022, which provides for 20 points for specific goals, (to claim this points bidders must submit supporting documentation as stated in SBD 6.1), which forms part of this tender document. The highest acceptable tender will be used to determine the applicable preference points system. Bids will also be evaluated on functionality; as stipulated in the advert and the bid document; as well as submission of all documentation required; a duly completed and signed bid proposal document, pricing and previous experience with references.
- BID DOCUMENTS:** Tender Documents will be available as from, Friday, 06<sup>th</sup> June 2025, on Government E-Portal and also from Supply Chain Manager during office hours 08h00 to 16h30, Heritage House, at Cooke's Lake, Mafikeng.
- COMPULSORY BRIEFING SESSION:** A Compulsory briefing session will be held on 17<sup>th</sup> June 2025 at 11h00am at Heritage House. Tender documents will be sold at the briefing session.
- BID DEPOSIT:** Non Refundable deposit of R200.00 (Cash Only) is payable for the Bid Proposal document.
- BID CLOSING:** **Monday, 30<sup>th</sup> June 2025, at 11h00am. Bid proposal 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 queries may be directed to the I T Manager on, 018 397 1500 OR  
[djacobs@NWPTB.CO.ZA](mailto:djacobs@NWPTB.CO.ZA)

Procurement Related queries may be directed to Supply Chain Management, F. Lakey,  
E.Ngakantsi and R. Panana on 018 397 1500 or alternatively on [flakey@nwptb.co.za](mailto:flakey@nwptb.co.za), during  
office hours

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT THE NORTH WEST PARKS  
AND TOURISM BOARD HEAD OFFICE AT HERITAGE HOUSE, COOKES LAKE -MAHIKENG (NO EMAIL  
SUBMISSIONS WILL BE ACCEPTED). NO LATE SUBMISSIONS WILL BE ACCEPTED. NWPTB RESERVES  
THE RIGHT NOT TO ACCEPT ANY BID. NWPTB RESERVES THE RIGHT TO WITHDRAW THE BID AT ITS  
OWN DISCRETION.

**(North West Parks and Tourism Board supports the principle of Broad Based Black Economic  
Empowerment and a portion of same, allocated in specific goals, may be a consideration in bid  
proposal adjudication. North West Parks and Tourism 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 document).**



## North West Parks & Tourism Board

North West Province  
Republic of South Africa



Enquiries: Supply Chain Manager  
Tel: (018) 397-1500  
Email: [flakey@nwptb.co.za](mailto:flakey@nwptb.co.za)

### **TENDER RULES**

#### **BID NUMBER: NWPTB/RFQ/INTERN/001/2025**

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1. You are hereby invited to submit bids for supply of Internet services to all North West Parks and Tourism Board work stations, including nature reserves in the North West Province.
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 and Tourism 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 from Government E - Portal and also 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 and Tourism Board is committed to the principle of Broad Based Black Economic Empowerment and a portion of same, allocated as Specific Goals, may be a consideration in bid adjudication.
8. The North West Parks and Tourism Board reserves the right to accept any bid in whole or in part and reserves the right not to accept any bid.
9. For further information, please contact the following:

The Supply Chain Manager  
Tel: (018) 397-1500  
Email: [flakey@nwptb.org.za](mailto:flakey@nwptb.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 and Tourism 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 Proposal Documents;
- ◆ Valid Tax Clearance Certification
- ◆ Valid company registration documents and particulars of Directors, ID's
- ◆ Company Profile and proof of experience and capabilities
- ◆ Accreditation (industry specific)
- ◆ Central Supplier Database (CSD) Registration
- ◆ Valid BBBEE accreditation
- ◆ In case of Joint Venture, an Original Valid Tax Clearance of all Partners should be submitted as well as a signed Joint Venture Agreement by the partners
- ◆ Copy of Company Registration Certificate(s) from the Registrar of Companies (all Joint Venture members, where applicable);
- ◆ SBD FORMS 4 and 6.1

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

12. The North West Parks and Tourism Board accepts no responsibility for any costs incurred by a third party participating in the bid proposals 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 80 / 100 points scored.

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

- 80 points are for Price
- 20 points are for Specific Goals as stated in SBD 6.1 form, included in tender document.

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SUPPLY CHAIN MANAGER

NORTH WEST PARKS AND TOURISM BOARD

04 JUNE 2025  
.....  
DATE

**INSTRUCTION TO THE BIDDER**

**CHECKLIST**

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

<b>1.</b>	<b>Authority to Sign the Bid</b>	<b>Yes</b>		<b>No</b>	
	<b>Tax Clearance Certificate</b>	<b>Yes</b>		<b>No</b>	
<b>2.</b>	Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached				
<b>3.</b>	<b>SBD 4 (Declaration of interest)</b> Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>4.</b>	<b>SBD 6.1 (Preference Points claim form for purchases)</b> - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	<b>Yes</b>		<b>No</b>	
<b>5.</b>	<b>Specifications for the supply of internet services</b> Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>6.</b>	<b>Special Conditions of Contract</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>7.</b>	<b>SBD 7.2 (Contract Form – Rendering of Services)</b> Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>8.</b>	<b>Form of Offer</b> - Is the form duly completed and signed?	<b>Yes</b>		<b>No</b>	
<b>9.</b>	<b>Company Registration/ CSD Registration</b> Is the company CIPC included?	<b>Yes</b>		<b>No</b>	
<b>10.</b>	<b>Certified Copies of Directors Identity Document</b> Is your ID copies certified and not older than three months?	<b>Yes</b>		<b>No</b>	
<b>11.</b>	<b>BBBEE Certificate</b> - Is your <b>BBBEE Certificate</b> attached?	<b>Yes</b>		<b>No</b>	
<b>12.</b>	<b>Company Profile and proof of contracts of similar experience</b> Is your Company Profile and proof of contracts of similar experience attached?	<b>Yes</b>		<b>No</b>	
<b>13.</b>	<b>Joint Venture Agreement</b> - Is your Joint Venture Agreement attached? (only when required when such agreement has been entered into by the company)	<b>Yes</b>		<b>No</b>	
<b>14.</b>	<b>Accreditation (industry specific)</b> - Is your certifications attached?	<b>Yes</b>		<b>No</b>	

<b>AUTHORISED SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>COMPANY NAME</b>			

ANNEXURE A  
GENERAL CONDITIONS OF CONTRACT

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to NWPTB'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 business with NWPTB

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 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 buyer 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 seller 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 / received 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 buyer shall not, without the seller'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 seller and shall be returned (all copies) to the seller on completion of the buyer's performance under the contract if so required by the seller;
- 5.4 The buyer shall permit the seller to inspect the buyer's records relating to the performance of the buyer and to have them audited by auditors appointed by the seller, if so required by

the seller.

## **6. Patent Rights**

6.1 The buyer shall indemnify the seller 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 seller.

## **7. Performance Security**

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

7.2 The proceeds of the performance security shall be payable to the seller as compensation for any loss resulting from the buyer'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 seller 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 seller's country or abroad, acceptable to the seller, in the form provided in the bidding documents or another form acceptable to the seller; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the seller and returned to the buyer not later than thirty (30) days following the date of completion of the buyer'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 NWPTB or an organisation acting on behalf of NWPTB;

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 seller 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 seller;

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 buyer;

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the buyer 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 buyer's costs and risk. Should the buyer fail to provide the substitute supplies forthwith, the seller may, without giving the buyer further opportunity to substitute the rejected supplies, sell such supplies as may be necessary at the expense of the buyer;

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the seller 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 buyer shall receive 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 seller.

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the buyer 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 buyer 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 buyer of any warranty obligations under this contract; and
- (e) training of the seller's personnel, at the buyer's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices paid by the buyer for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall be at least market related.

## **14. Spare Parts, if applicable**

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

- (a) such spare parts as the seller may elect to sell to the buyer, provided that this election shall not relieve the buyer 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 seller of the pending termination, in sufficient time to permit the seller to sell needed requirements; and
- (ii) following such termination, furnishing at no cost to the seller, the blueprints, drawings, and specifications of the spare parts, if requested.

### **15. Warranty if applicable**

- 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 seller under this contract shall be specified in SCC;
- 16.2 The seller shall furnish the buyer 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 in advance by the buyer on receipt of an invoice or claim by the seller;
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC;

### **17. Prices**

- 17.1 Prices charged by the seller for goods delivered and services performed under the contract shall not vary from prices proposed by the buyer in his bid, with the exception of any price adjustments authorised by the parties in the SCC;

### **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 buyer shall not assign, in whole or in part, its obligations to perform under the contract, except with the seller'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, NWPTB 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 NWPTB or the NWPTB 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, NWPTB 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.

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE PROVISION OF INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES FOR A PERIOD OF 36 MONTHS**

**BID REFERENCE NUMBER: NWPB/RFQ/INTERN/001/2025                      CLOSING DATE                      30<sup>th</sup> June 2025**

**CLOSING TIME: 11H00**

**DESCRIPTION: THE PROVISION OF INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES IN THE NORTH WEST PROVINCE**

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

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT

**Reception of North West Parks and Tourism Board , Head Office  
Heritage House, Cooke’s 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, 2022, 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.....

E-MAIL ADDRESS .....

VAT REGISTRATION NO.....

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

HAS A B-BBEE STATUS LEVEL VERIFICATION CERIFICATE 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  
SPECIFIC GOAL POINTS)**

ARE YOU THE ACCREDITED REPRSENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?  
YES / NO

SIGNATURE OF BIDDER.....DATE.....

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

**E-mail Address** flakey@nwptb.co.za

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

<p><b>Division:</b> Corporate Support Services Division – Heritage House, Mafikeng <b>Contact Person:</b> <b>I T Manager:</b> Mr D. Jacobs <b>Tel:</b> 018 397 1500 <b>E-mail Address</b> djacobs@nwptb.co.za</p>
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## 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](http://www.sars.gov.za)
  
4. Applications for the Tax Clearance Certificate may also be via Efiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and /or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders /members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....  
 .....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....  
 .....

(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

(2)

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium (2) will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

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(2) 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.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.**

**I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) An invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

**Breakdown of Specific Goals**

<b>Category 1: Score out of 5 Points</b>		<b>Category 2: Score out of 5 Points</b>		<b>Category 3: Score out of 5 Points</b>		<b>Category 4: Score out of 5 Points</b>		<b>TOTAL</b>	
<b>RACE:</b>	<b>Points</b>	<b>Youth</b>	<b>Points</b>	<b>Disabled</b>	<b>Points</b>	<b>BBBEE</b>	<b>Points</b>		
<b>Black Female</b>	5	<b>Black Youth</b>	5	<b>Black</b>	5	<b>Level 1</b>	5		
<b>White Female</b>	3,75	<b>White Youth</b>	3,34	<b>White</b>	3,34	<b>Level 2</b>	4		
<b>Black Male</b>	2,5	<b>Older than 35 years</b>	1,67	<b>Not Disabled</b>	1,67	<b>Level3</b>	3		
<b>White Male</b>	1,25					<b>Level 4</b>	2		
<b>Unclear</b>	0					<b>Level 5</b>	1		
						<b>Other</b>	0		
<b>TOTAL</b>	<b>5</b>		<b>5</b>		<b>5</b>		<b>5</b>		<b>20</b>

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>
Race / Gender		
Women		
Disability		
Youth		
Total		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**(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)*

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Sector or subsector in accordance with the Standard Industrial Classification</b>	<b>Size of class</b>	<b>The total full-time equivalent of paid employees</b>	<b>Total turnover</b>	<b>Total gross asset value (fixed property excluded)</b>
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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Sector or subsector in accordance with the Standard Industrial Classification</b>	<b>Size of class</b>	<b>The total full-time equivalent of paid employees</b>	<b>Total turn-over</b>	<b>Total gross asset value (fixed property excluded)</b>
Transport, Storage and Communications	Medium	200	R26m	R6m
	Small	50	R13m	R3m
	Very Small	20	R3m	R0.60m
	Micro	5	R0.20m	R0.10m
Finance and Business Services	Medium	200	R26m	R5m
	Small	50	R13m	R3m
	Very Small	20	R3m	R0.50m
	Micro	5	R0.20m	R0.10m
Community, Social and Personal Services	Medium	200	R13m	R6m
	Small	50	R6m	R3m
	Very Small	20	R1m	R0.60m
	Micro	5	R0.20m	R0.10m

**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/RFQ/INTERN/001/2025** 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;
    - Bidder`s Disclosure; SBD 4
    - Preference certificates in terms of the Preferential Procurement Regulations, 2022; SBD 6.1
  - (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 .....

<b>COMMISSIONER OF OATHS</b>
NAME (PRINT).....
.....
DESIGNATION.....
DATE .....
<b>OFFICIAL STAMP</b>

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

1. I .....in my capacity as .....  
accept your bid under reference number .....dated .....for the rendering of services 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-BEE LEVEL CERTIFICATE	POITNS FOR B-STATUS	TOTAL POINTS FOR FINANCIAL COMPONENTS	POINTS HDI

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2.....

DATE.....

**COMMISSIONER OF OATHS**

NAME (PRINT).....

.....

DESIGNATION.....

DATE .....

## **SPECIAL CONDITIONS OF CONTRACT**

### **OBTAINING INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES IN THE NORTH WEST PROVINCE**

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## **1. Background**

North West Parks and Tourism Board (NWPTB) was established as a Government Supported Institution (GSI), pursuant to the North West Parks and Tourism Board Act No: 2 of 2022. The Board manages assets which include an estate of 14 parks, a Head Office and 2 Hotel Schools.

The primary purpose of the establishment is to facilitate sustainable responsible tourism development and conservation area 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. Hospitality training is the 3<sup>rd</sup> core mandate added to NWPTB.

## **2. PURPOSE**

### **OBTAINING INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES IN THE NORTH WEST PROVINCE**

- Proof of previous experience in supply of Internet Services, must be supplied to the North West Parks and Tourism Board
- Proof of relevant Accreditations and Capabilities
- 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 and Tourism Board would want to invite quotations to supply, from qualified and experienced service providers for the Provision of Internet Services to all North West Parks and Tourism Board work stations, including nature reserves in the North West Province. Suitably qualified and experienced service providers are hereby invited to submit bids.

### **4.1 Activities**

The successful service provider is expected to work in close collaboration with responsible officials at North West Parks and Tourism Board.

## 1. DELIVERABLES

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

**\*NB: All bidders must have experience in provision of Internet Services. Reference Letters 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 and Tourism Board have the right not to award or terminate the contract. The successful bidder will start the project as per agreement and arrangement with NWPTB Information Technology officials.

## 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. (Provide Reference Letters and contactable Referees).

7.2 The following competencies, skills and compliance is also required:

- Availability of qualified registered staff (with relevant bodies) and extensive experience in similar services.
- Proof of affiliation and registration with relevant bodies.
- Accreditation.

## 8 LOCAL LABOUR

Please note that labour from local communities adjacent to the park needs to be incorporated into the project.

## 9. EVALUATION METHODOLOGY

Contract will be awarded in terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act of 2000), bids will be adjudicated, using Specific Goals to allocate preference points (**80/20**), 80 points for price; 20 points for specific goals, (to claim this points bidders must submit supporting documentation as stated in SBD 6.1). Also, in terms of short-listing process which points are awarded to bidders on the basis of:

**FUNCTIONALITY POINTS****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 Internet Service Provision Experience</u>	<b>25 points</b>
With a minimum Experience of two years	<b>10 points</b>
With a minimum Experience of five years	<b>15 points</b>
With a minimum Experience of ten years	<b>25 points</b>
<u>Signal coverage</u>	<b>25 points</b>
Coverage of 5 NWPTB Office locations	15 points
Coverage of 10 NWPTB office locations	20 points
Cover all NWPTB Office with 1:1 contention ratio	25 points
<u>Previous Completed Similar Projects</u>	<b>25 points</b>
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>Signed and contactable reference letters</u>	<b>25 points</b>
Contactable reference letters older than 5 (five) years	<b>15 points</b>
Contactable reference letters 1 – 5 years	<b>25 points</b>

(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 specific goals = **20** (proof of points claimed must be provided), as indicated in SBD 6.1 form in tender document.

- (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 and Tourism Board reserves the right to:
- Request further information from any bidder after the closing date; to 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 and Tourism 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 NWPTB management will then develop a detailed plan, Within the scope of the specifications mentioned in this tender.
- (iii) The provider will be expected to adhere strictly to the deadlines specified by the North West Parks and Tourism Board at all times.
- (vi) The service provider under this contract will follow all NWPTB 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 is submitted to the Finance Department at NWPTB 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 (7) days to remedy such errors at no cost to North West Parks and tourism Board.
- 10.3 The North West Parks and Tourism Board reserve the right to reject work that does not meet the required standard and engage a different service provider to complete the work. The NWPTB shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 10.4 The North West Parks and Tourism Board reserves the right to inspect or audit any documentation pertaining to this contract. This may also include queries and complaints.
- 10.5 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 and Tourism Board associated with such non-compliance.
- 10.6 The North West Parks and Tourism 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.....

**PLEASE NOTE THAT ALL DEFFECTS SHOULD BE REPORTED TO THE TECHNICAL OFFICE IMMEDIATELY**

**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 AND TOURISM 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) .....  
(Print)

(Name) .....  
(Print)

SIGNED FOR AND ON BEHALF OF THE MANDATORY : .....

Witness .....

Witness .....

(Name) .....  
(Print)

(Name) .....  
(Print)

**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 on .....20.....,

Mr/Ms .....whose 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 AND PREMISES RULES AND REGULATIONS**

**NORTH WEST PARKS AND TOURISM BOARD**

<p><b>1. <u>RULES AND REGULATIONS FOR CONTRACTORS</u></b></p> <p><b>Contractors shall at all times adhere to the provisions and regulations of the North West Parks and Tourism Board (NWPTB). Contractors / Suppliers shall particularly bear in mind that it is strictly prohibited to:</b></p> <ul style="list-style-type: none"> <li>• Drive anywhere else than on an authorized road;</li> <li>• Play loud music anywhere in the game reserve that may disturb other visitors;</li> <li>• Exceed the indicated speed limit of 40 km/h;</li> <li>• Injure, feed or disturb any form of wildlife;</li> <li>• Uproot, pick, cut or damage any plant or be in possession of any part of a plant which is indigenous to the Reserve / Site.</li> <li>• Place any name, letter, figure, symbol, mark, or picture on any object;</li> <li>• Discard any burning object in such a manner or place as to cause fire;</li> <li>• Be in possession of any explosives or of any unsealed or loaded firearm;</li> <li>• Bring any pets, whether domestic or otherwise, into the park;</li> <li>• Discard any article or refuse otherwise than by placing it in a receptacle or place intended therefore;</li> <li>• Drive or park a vehicle in such a manner as to cause disturbance or inconvenience to any other person;</li> <li>• Cause any noise between 21:30 and 06:00 likely to disturb any other person;</li> <li>• Advertise or offer any goods for sale;</li> <li>• Collect any money from the public or give public entertainment for reward;</li> <li>• Stay overnight in any rest camp without the knowledge of the supervisor;</li> <li>• Travel in the park during times other than those laid down by the regulations;</li> <li>• Stay overnight at any place other than in a rest camp or a place other than that designated by the Board;</li> <li>• Drive a vehicle in the game reserve without a valid driver's license.</li> <li>• Offenders will be liable to a fine of up to R800,00.</li> <li>• Entrance gates will be closed daily between 21:00 and 06:00</li> </ul>	<p><b>2 <u>FEATURES REQUIRING SPECIAL ATTENTION</u></b></p> <p><b>2.1 <u>EXISTING SERVICES (CARE, DAMAGE AND PROTECTION)</u></b></p> <p>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.</p> <p><b>2.2 <u>WORK WITHIN THE PARK</u></b></p> <p>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 Reserve Administration Offices.</p> <p><b>2.3 <u>PRESERVATION OF TREES, SHRUBS AND OTHER VEGETATION</u></b></p> <p>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.</p> <p><b>2.4 <u>PREVENTION OF EROSION</u></b></p> <p>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.</p> <p><b>2.5 <u>TRAFFIC AND DUST CONTROL</u></b></p> <p>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.</p> <p>The penalty for exceeding the speed limit is R500,00.</p>
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<p><b>2.6 PREVENTION OF ACCESS TO THE WORKS BY THE PUBLIC</b>                  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.</p> <p><b>2.7 LIMITATION OF WORKING DAYS AND HOURS</b>                  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.</p> <p><b>2.8 PREVENTION OF DISEASES</b>                  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.</p> <p><b>2.9 PROTECTION OF WATER RESOURCES</b>                  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.</p> <p><b>2.10 PERSONNEL</b>                  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 NWPTB.</p> <p><b>2.11 RECLAMATION</b>                  All building rubble shall be removed from the game reserve and the site shall be reclaimed in accordance with NWPTB specifications. (See attached copy). All short cuts through the game reserve caused by contractors' / suppliers' vehicles and personnel shall be reclaimed to NWPTB specifications. All borrow pits shall be reclaimed to NWPB specifications. The penalty for failure to comply is R500,00 per site.</p>	<p><b>2.12 TRANSPORTATION</b>                  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.</p> <p><b>2.13 OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO 85 OF 1993)</b>                  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.</p> <p><b>2.14 INDEMNITY PERMIT</b>                  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.</p> <p><b>2.15 ENVIRONMENTAL IMPACT REPORT</b>                  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.</p> <p><b>2.16 Identification of Personnel &amp; Vehicles</b>                  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.</p> <p><b>3. RECLAMATION SPECIFICATIONS</b></p> <p>3.1 All building rubble shall be removed.</p> <p>3.2 Ground shall be lightly ripped.</p> <p>3.3 Grass with seed heads shall be placed on ripped ground or seeding as specified by the Parks Ecologist and sown into ripped ground.</p> <p>3.4 Light brush cover shall be placed over the area.</p> <p>3.5 Slope to be 1:1,5 on all sides of the reclamation area.</p> <p>3.6 All reclamation shall be approved by the Park Manager.</p> <p>The penalty for non-compliance with reclamation specifications is R500, 00 per area.</p>
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**PROVISION OF INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES IN NORTH WEST PROVINCE:**

**SPECIFIC CONDITIONS OF TENDER**

4. A contract entered into between the company and NWPB will be valid for a period of three (3) years. Failure by a company to deliver an efficient and effective service and after consultation between the parties, this contract can/will be terminated in writing, with a 3 month review period at the end of year 1 or year 2 respectively;
5. The contractor will be responsible for the Provision of Internet Services to all North West Parks and Tourism Board work stations, including nature reserves in the North West Province.
6. The contractor must abide by the Park Regulations and by the Contractor Rules which may be in force from time to time;
7. The contractor and his staff will be required to sign the standard Board indemnity;
8. A compulsory site inspection to be attended by all tenderers on the, 17<sup>th</sup> June 2025 at 11h00am at Heritage House, Mafikeng.

**PLEASE NOTE TENDERS SUBMITTED BY FAX OR POSTAL SERVICE WILL NOT BE CONSIDERED. LATE SUBMISSIONS WILL NOT BE ACCEPTED FOR EVALUATION**

<b>SCOPE OF WORK</b>
----------------------

**Specifications for Internet Connection**

The Internet Service Provider (ISP) is expected to provide the following internet services to:

**1. Heritage House Mafikeng**

Latitude	:	25°51'58.65"S
Longitude	:	25°39'4.48"E
Bandwidth Required	:	200 MBps Uncapped/Unshaped/Unthrottled
Connection Type	:	Wired Fibre Optic

**2. Molopo Nature Reserve**

Latitude	:	25°50'52.06"S
Longitude	:	22°55'39.31"E
Bandwidth Required	:	10 MBps Uncapped/Unshaped/Unthrottled

**3. Botsalano Game Reserve**

Latitude	:	25°32'33.17"S
Longitude	:	25°45'16.31"E
Bandwidth Required	:	10 MBps Uncapped/Unshaped/Unthrottled

**4. Vaalkop Nature Reserve**

Latitude	:	25°22'2.68"S
Longitude	:	27°23'44.62"E
Bandwidth Required	:	10 MBps Uncapped/Unshaped/Unthrottled

**4.1 Vaalkop Nature Reserve - Wildlife Academy (Usage as and when requested)**

Latitude	:	25°22'2.16"S
Longitude	:	27°23'49.49"E
Bandwidth Required	:	20 MBps Uncapped/Unshaped/Unthrottled

**5. Borakalalo Nature Reserve**

Latitude	:	25° 9'35.23"S
Longitude	:	27°48'20.18"E
Bandwidth Required	:	10 MBps Uncapped/Unshaped/Unthrottled

**6. Molemane Eye**

Latitude : 25°48'45.65"S  
 Longitude : 26° 3'1.99"E  
 Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**7. Boskop**

Latitude : 26°31'19.55"S  
 Longitude : 27° 7'8.73"E  
 Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**8. Bloemhof Dam Offices**

Latitude : 27°38'7.26"S  
 Longitude : 25°39'21.36"E  
 Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**9. Barberspan Offices**

Latitude : 26°33'8.55"S  
 Longitude : 25°36'20.29"E  
 Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled  
 VOIP Telephones : 4 Handsets

**10. Wolwespruit**

Latitude : 27°25'6.11"S  
 Longitude : 26°19'17.20"E  
 Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**11. Madikwe**

Latitude : 24°47'49.92"S  
 Longitude : 26°18'6.81"E  
 Bandwidth Required : 50 MBps Uncapped/Unshaped/Unthrottled

**12. Pilanesberg**

Latitude : 25°15'27.46"S  
 Longitude : 27°12'49.67"E  
 Bandwidth Required : 50 MBps Uncapped/Unshaped/Unthrottled

**12.1 Bakubung Gate**

Latitude : 25°20'23.06"S  
 Longitude : 27° 3'48.97"E  
 Bandwidth Required : 20 MBps Uncapped/Unshaped/Unthrottled

**12.2 Kwa Maritane Gate**

Latitude : 25°20'23.06"S  
 Longitude : 27° 3'48.97"E  
 Bandwidth Required : 20 MBps Uncapped/Unshaped/Unthrottled

**12.3 Bosele Gate**

Latitude : 25°15'17.21"S  
Longitude : 27°12'38.75"E  
Bandwidth Required : 20 Mbps Uncapped/Unshaped/Unthrottled

**12.4 Bakgatla Gate**

Latitude : 25°11'15.58"S  
Longitude : 27° 8'44.93"E  
Bandwidth Required : 20 Mbps Uncapped/Unshaped/Unthrottled

**13 Kgaswane**

Latitude : 25°43'2.34"S  
Longitude : 27°11'35.47"E  
Bandwidth Required : 10 Mbps Uncapped/Unshaped/Unthrottled

**13.1 Kgaswane Entrance Gate**

Latitude : 25°43'3.35"S  
Longitude : 27°14'15.48"E  
Bandwidth Required : 10 Mbps Uncapped/Unshaped/Unthrottled

**13.2 Kgaswane Conference Centre (Usage as and when requested)**

Latitude : 25°43'5.68"S  
Longitude : 27°14'16.19"E  
Bandwidth Required : 10 Mbps Uncapped/Unshaped/Unthrottled

**14 SA Lombard Nature Reserve**

Latitude : 27°36'01.8"S  
Longitude : 25°28'51.8"E  
Bandwidth Required : 10 Mbps Uncapped/Unshaped/Unthrottled

**15 Mafikeng Hotel School**

Latitude : 25°49'7.75"S  
Longitude : 25°38'7.31"E  
Bandwidth Required : 100 Mbps Uncapped/Unshaped/Unthrottled  
Connection Type : Wired Fibre Optic

**16 Taung Hotel School**

Latitude : 27°34'22.09"S  
Longitude : 24°44'29.35"E  
Bandwidth Required : 100 MBps Uncapped/Unshaped/Unthrottled  
Connection Type : Wired Fibre Optic

**17 Rustenburg Visitor Information Centre**

Latitude : 25°40'45.58"S  
Longitude : 27°15'6.26"E  
Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**18 Potchefstroom Visitor Information Centre**

Latitude : 26°42'53.16"S  
Longitude : 27° 5'50.62"E  
Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**19 OR Tambo Visitor Information Centre (International Arrivals Gound Floor - Shop no. AR17)**

Latitude : 26°07'59.9"S  
Longitude : 28°13'54.4"E  
Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**20 Sun City Visitor Information Centre**

Latitude : 25°20'44.94"S  
Longitude : 27° 5'48.49"E  
Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**21 Pilanesberg Visitor Information Centre**

Latitude : 25°15'24.74"S  
Longitude : 27°13'26.64"E  
Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**22 Mafikeng Visitor Information Centre / Kelgor House (as and when)**

Latitude : 25°52'22.46"S  
Longitude : 25°39'19.26"E  
Bandwidth Required : 50 MBps Uncapped/Unshaped/Unthrottled  
Connection Type : Wired Fibre Optic

**23 Mafikeng Game Reserve**

Latitude : 25°51'43.58"S

Longitude : 25°41'41.34"E

Bandwidth Required : 10 MBps Uncapped/Unshaped/Unthrottled

**Requirements:**

1. Public IP addressing for each site;
2. The ISP must have a valid license registered with ICASA to provide Electronic Communications Network Services
3. Contention ratio of a maximum of 1:5
4. 7/365 day call-centre;
5. 24 hrs technical support response time;
6. Uncapped / Unshaped / Unthrottled Internet;
7. Unlimited Email domain hosting (nwptb.co.za);
8. Website domain hosting
9. Email drill down (Email tracking) at least 10 days;
10. Perimeter Firewall setup for each site and maintenance with intrusion prevention;
11. Monthly firewall and Internet Performance reports;
12. Application sharing from each site to Heritage House;
13. At least one VPN connection to each site;
14. Internet site blocking;
15. Prioritization of Business critical Applications;
16. Reports:
  - a) User usage report
17. Transmission tower in location – ISP to supply free internet to offices at location of tower if ISP uses transmission tower for other purposes.
18. Latency not more than 50ms (Ping rate)
19. All internet connectivity equipment to be maintained or replaced by the ISP
20. 99% uptime.
21. WiFi Router to be included with all internet packages.

**PROVISION OF INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES FOR 36 MONTHS**

**PRICING**

<b>YEAR NO.</b>	<b>DESCRIPTION</b>	<b>NO. OF MONTHS</b>	<b>RATE PER MONTH</b>	<b>TOTAL ANNUAL TENDER PRICE [R] – BASE YEAR</b>
1	Provide Internet Services	12 months		
2	Provide Internet Services	12 Months		
3	Provide Internet Services	12 Months		
<b>TOTAL BEFORE VAT</b>				
<b>VAT (15%)</b>				
<b>GRAND TOTAL</b>				

**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

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NWPTB ..... 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: .....



.....  
NWPB OFFICIAL

DATE:.....

**FORM OF TENDER**

**Short Description of Service INTERNET SERVICES TO ALL NORTH WEST PARKS AND TOURISM BOARD WORKSTATIONS INCLUDING NATURE RESERVES**

Contract No : **NWPB/RFQ/INTERN/001/2025**  
To : North West Parks and Tourism 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 and Tourism 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 and Tourism Board (NWPTB) responsible for any damage I may suffer as a result of any bodily injuries/illness whether fatal or otherwise, nor shall I hold the NWPTB responsible for any damage I may suffer arising from the loss or damage to my property brought into the Park / Premises, 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 NWPTB, or caused by an animal in the Park. This indemnity is valid for the duration of my stay on the Park / Premises, irrespective of the number of days I need and entries I have to make to complete my work/contract in the Park / Premises.

Signature .....

Date .....

Witness 1 .....

Witness 2 .....

**(North West Parks and Tourism Board supports the principle of Broad Based Black Economic Empowerment and a portion of same, allocated in specific goals, may be a consideration in bid proposal adjudication. North West Parks and Tourism Board does not bind itself to accept 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 NOT BE CONSIDERED. LATE SUBMISSIONS WILL NOT BE ACCEPTED FOR EVALUATION**