



REQUEST FOR QUOTATION

**INVITATION TO BID FOR THE APPOINTMENT OF A
SERVICE PROVIDER FOR PROVISION OF CASH
MANAGEMENT AND ANCILLARY SERVICES TO
MOUNTAIN ZEBRA NATIONAL PARK FOR A PERIOD OF
ONE (01) YEAR.**

RFQ NO.

SANP-183127-22

REQUEST FOR QUOTATION

You are hereby invited to submit a price quotation for:
PROVISION OF CASH MANAGEMENT AND ANCILLARY SERVICES FOR MOUNTAIN ZEBRA NATIONAL PARK

RFQ NUMBER:	SANP-183127-22
ADVERTISEMENT DATE:	07 March 2023
CLOSING DATE:	15 March 2023
CLOSING TIME:	11:00
BID DOCUMENT DELIVERY ADDRESS:	frontierscmquotations@sanparks.org (Please note that any submissions made to any other email other than the designated email will not be accepted)
BID VALIDITY PERIOD:	90 days (commencing from the RFQ Closing Date)
TECHNICAL RELATED QUERIES	Nombulelo Daki/ 048 801 5725 Nombulelo.Daki@sanparks.org
SCM RELATED QUERIES	Bandisiwe Mda <u>Bandisiwe.mda@sanparks.org</u> / 042 233 8661

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

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Where applicable, the successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

Bidders are not allowed to contact any other SANParks staff in the context of this RFQ other than the indicated officials under SBD 1 or as indicated above.

NB: No proposal shall be accepted by SANPARKS if submitted in any manner other than as prescribed above.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS					
BID NUMBER:	SANP-183127-22	CLOSING DATE:	15 March 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF CASH MANAGEMENT AND ANCILLARY SERVICES FOR MOUNTAIN ZEBRA NATIONAL PARK FOR A PERIOD OF ONE(1) YEAR				
BID RESPONSE DOCUMENTS MUST BE SENT TO THE DESIGNATED EMAIL ADDRESS					
frontierscmquotations@sanparks.org					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	BANDISIWE MDA		CONTACT PERSON	NOMBULELO DAKI	
TELEPHONE NUMBER	042 233 8661		TELEPHONE NUMBER	041 801 5725	
E-MAIL ADDRESS	bandisiwe.mda@sanparks.org		E-MAIL ADDRESS	Nombulelo.Daki@sanparks.org	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).	2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
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NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g., company resolution)

DATE:

.....

1. PURPOSE

The purpose of this RFQ is to invite bidders to submit quotations for provision of cash management and ancillary services for Mountain Zebra National Park for a period of (01) year.

2. BACKGROUND

South African National Parks (SANParks) is a public entity functioning under National Environmental Management: Protected Areas Act 57 of 2003 (Act 57 of 2003); with the mandate to conserve; protect; control; and manage national parks and other defined protected areas and their biological diversity (Biodiversity). As a public entity, SANParks is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999), and it is listed as Schedule 3 Part A: public entities.

SANParks' operations are totally guided by its vision statement and mission statement. As a public entity, the organisation is committed to act in pursuance of transformation of South Africa's society in support of entrenching South Africa's democracy. In this regard, the organisation has adopted a transformation mission to guide its efforts accordingly.

3. SCOPE OF WORK

SANParks seeks to appoint a service provider that has the capability of providing cash management and ancillary services for Mountain Zebra National Park. The required services will be contracted for a period of (01) year starting from 1 April 2023.

This aim of this contract is to provide high quality "Cash Management" and Ancillary services" to the MZNP within set timeframes and at the best possible cost.

There are currently 3 separate elements of work for which the MZNP requires a contracted supplier to provide 'Cash Management' services.

❖ Cash collection at Hospitality Management's Office

- X 2 per week

- Tuesdays and Fridays; no weekend services
- ❖ Supply of Electronic ID tag for the cash box
- ❖ Supply of Bags and envelopes

Information provided by the service provider in the quotation shall constitute a binding offer to the MZNP that shall form part of any subsequent contract between the parties.

4. DETAILS OF EACH WORK ARE GIVEN BELOW

4.1 Cash and Cheque Collection

- a) **Location:** MZNP (Main Restamp), MZNP Hospitality Services Manager's Office (at Reception), 12km from the Main Gate of MZNP, off the R61, outside Cradock, 5880.
- b) **Frequency:** Required 2x days a week. The collection of money should be between 8am and 4pm on the requested collection days.
- c) Proof of banking (Banking deposit slips) for each cash deposited should be supplied to MZNP weekly.
- d) Cash collection will be done twice per week (Tuesday and Friday).
- e) Cash collection time should take place between 09h00 and 16h00.

4.2 Supply of Banking Stationery

The service provider will supply the sealable bags/containers for banking.

The service provider will be required to present the banking to a standard acceptable to the bank authorities.

4.3 Vehicles Specification (Cash In Transit Services only)

All vehicles to be used by the service provider for the operation of this contract must be high security vehicle specially adapted or manufactured for secure transportation and custody of cash, property and other valuables.

4.4 Operative Specification (Cash In Transit Services only)

The service provider's drivers and passengers operating within this contract must carry a valid 'Cash & valuables in Transit' license from the Security Industry Authority, as required by law (PSIRA). These licenses and identity tags must be worn at all times whilst operating on this contract.

4.5 Security Clearance

The service provider must provide security clearance of drivers and passenger operating within this contract. Service provider should notify SANParks in writing should they wish to change drivers and passengers operating within the contract and provide SANParks with security clearance of those drivers and passengers.

5. Key aspects of performance

Key aspects of good performance are:

- The service provider will ensure communication with the MZNP is managed in a customer-focused, and responsive manner by all staff working for and on behalf of service provider.
- The provider will achieve 100% availability of vehicle's and appropriately trained qualified and experienced workers for this contract.

6. Key Personnel

The following positions are considered Key personnel:

- Service Provider Contract Manager
- MZNP Hospitality Service Manager
- MZNP Admin Clerk

7. Service Levels

The service is required to be available on a 52-week basis.

Adhoc trips will be required during seasonal periods and on the first working day of each month.

In the event that the MZNP has any reasonable cause to complain to the service provider, the MZNP shall notify the service provider's contract

manager. The service provider will be responsible for resolving the issue within 5 working days.

8. Contingency Plan

Your quotation must include an explanation of your contingency plans for the general continuation of your business in the event of a disaster or unforeseen circumstances i.e., labour strikes, shortage of staff of vehicle, etc.

9. INSURANCE

The service provider to accept liability of cash and cheques whilst in possession.

10. CONTRACT DURATION

The contract will be for a period one (1) year, commencing 01 April 2023 to 31 March 2024.

11. CONTRACT AGREEMENT

Successful bidder will be expected to enter into a contract agreement with SANParks for the duration of the contract.

12. SPECIAL CONDITIONS

- Monthly fee quoted must include vat where applicable
- The monthly fees should include all the fees such as cash collection for two (02) times per week, EFT, consumables and insurance.
- Cash takings fully insured from the moment its picked up from the site up to the bank account
- Maximum monthly cash volume – R250 000.00 (can increase over 2 years)
- Additional collection fee on request

13. RESPONSIBILITIES OF THE BIDDER

- All vehicles to be used by the service provider for the operation of this contract must be high security vehicles adapted or manufactured for secure transportation and custody of cash, property and other valuables.
- The service providers driver's and passengers operating within this contract must carry a valid cash & valuables in transit license from the security industry authority, as required by law (PSIRA). These licenses and identity tags must be worn at all times whilst operating on this contract.
- The service provider must provide security clearance of drivers and passengers operating within this contract. Service provider should notify SANParks in writing should they wish to change drivers and passengers operating within the contract and provide SANParks with security clearance of those drivers and passengers.
- Provide security transportation services as required by the MNZP, within the timeframes indicated by the MZNP and/or provide ancillary services as required by the MZNP
- Bank the MZNP's money before end of the end of the working day following collection.
- Submit consolidated invoices to the MZNP as directed on a monthly basis
- Return the deposit slips to MNZP weekly
- The service provide must ensure that security personnel have relevant training qualification as per private security industry regulation authority (PSIRA) grading requirement and should able to communicate, read and write at least in English.
- The service provider must provide a list of personnel who will be involved on the project indicating their clearance status.
- **Following minimum security aid requirements should be met:**
 - Reliable communication system
 - Relevant firearm (9mm pistil, assault rifle, etc.)
 - Relevant equipment needed for Cash-in-Transit Service e.g., receipt book, secured cases, tags, bar coded money bags.

- Any other additional items/aids required by statutory legislation must be provided in adding to those mentioned above.
- All CIT related incidents e.g., theft, fraud, loss of money must be investigated by the service provider timeously and a preliminary report must be submitted to Park Manager within 5 days of the breach.
- The successful contractor must obtain Public Liability Insurance at his own costs commensurate with the risk to which he is exposed, and successful contractor must submit proof of its Public Liability Insurance.
- The personnel of the contractor MUST at all times be dressed in corporate clothing (with the company's name and logo on). The identification cards or licenses must be worn at all times whilst operating in the MZNP.
- Proof of collection, with seal numbers, must be signed over between SANParks official and service provider official for the notes, coins and cheques.
- The service provider will ensure communication with the MNZP's is managed in a customer focused, flexible and responsive manner by all staff working for and on behalf of the service provider.
- The service provider will achieve 100% availability of vehicle/s and appropriate trained qualified and experienced workers for this contract.
- The service provider must provide a contingency plan for the general continuation of business in the event of a disaster of unforeseen circumstances i.e. labour strikes, shortages of staff of vehicle, etc.
- The service provider to accept liability of cash and cheques whilst in possession.

14. RESPONSIBILITIES OF SANPARKS

- Communicate to the service provider any changes to pick up schedules and aim to resolve contract issues with the support of the service provider's contract manager.

- Communicate to the Service provider any changes to pick up schedules and aim to resolve contract issues with the support of the service provider's contract manager.
- Payment of invoice within 30 working days.

15. EVALUATION PHASES

<u>PHASE 1 COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS</u> In this phase <u>All</u> proposals received will be verified for compliance and completeness of the submitted proposal per the set of minimum requirements	
<u>PHASE 2: MANDATORY REQUIREMENTS</u> <ul style="list-style-type: none"> Compliance responsiveness criteria 	
<u>PHASE 3: PRICE AND SPECIFIC GOALS</u>	
Price	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

16. COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

The verification during this phase is to assess the bid responses for purposes of verifying compliance with RFQ requirements, whereby a bidder may be disqualified if they do not fully comply which requirements as stipulated below:

- Submission of fully completed SBD1 (Invitation to Bid),
- Submission of a quotation on the company letterhead,
- Submission of fully completed SBD 4 (Bidder's disclosure),
- Submission of fully completed SBD 6.1
- Submission of fully completed SBD 7.2

17. CENTRAL SUPPLIER DATABASE INFORMATION

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. (Please provide proof of registration on the Central Supplier Database)

PHASE 2: MANDATORY RETURNABLE DOCUMENTS

Bidders who fail to comply with the below requirements **will** be eliminated and not progress to the next phase of evaluation. Bidders who comply with the below will progress to the next phase of Price and Preference Evaluation.

Description of requirement	Indicate COMPLY/NOT COMPLY	Comment or reference to proposal
GENERAL		
Valid Private Security Industry Regulatory Authority (PSIRA) certification for the company		
Valid Private Security Industry Regulatory Authority (PSIRA) certification for security guards and their security grading		
Contingency Strategy – Indicate a contingency strategy going to be applied in case of Public Strike / Own Strike		
The bidder must provide a letter of undertaking that they will obtain Public Liability Insurance for a minimum of R5 million upon award of this tender		
Capacity (vehicles) available to service the park in relation to the project in question. The bidder must have at least one marked vehicle specially manufactured for secure transportation and custody of cash, property and other valuables. This must be supported by proof of ownership or a lease agreement.		

18. PRICE EVALUATION

The following weighting will apply to price and specific goals:

Criteria	Points
Price	80
Specific Goals	20
Total	100

19. PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (POPIA)

SANParks adheres to the Protection of Personal Information Act, 4 of 2013 (POPIA) requirements regarding personal information which came into effect 1 July 2021.

As SANParks, we are committed to protecting your privacy and ensuring that personal information collected is used properly, lawfully and transparently.

20. FINANCIAL PAYMENT

Payment will be effected in accordance to the PFMA (within 30 days of receipt of invoice) after delivery of goods.

21. FINAL AWARD

SANParks recommends the bidder who has quoted on all the items as required in terms of the RFQ for the contract award subject to the bidder having supplied the relevant administrative documentation and complied in all aspects with the terms and conditions and requirements of the RFQ.

22. PRICING SCHEDULE

Item No	Description	Quantity	Unit Price per Month	Total Price for 12 Months (VAT Excluding)
1.	Cash Collection service	Twice per week (Tues & Fri)		
2.	Drop cash bag	30x per month (Delivery once a month)		
3.	Envelopes	30x per month (Delivery once a month)		
4.	B - Bag	30x per month (Delivery once a month)		
5.	Insurance of cash up to value of R250 000.00 per incident			
TOTAL BID PRICE (Excluding VAT)				R
VAT (15%)				R
TOTAL BID PRICE FOR TWELVE (12) MONTHS (Including VAT)				R

NB: Detailed breakdown of costs (including overheads and disbursements), delivery, claims and any other related costs

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 interest¹ 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

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.

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:

.....
.....

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 consortium² 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.

3.4 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.

3.5 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.

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.

- 3.6 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.

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) 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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 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 regarding 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) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (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

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

Where

- | | | |
|------|---|---|
| Ps | = | Points scored for price of tender under consideration |
| Pt | = | Price of tender under consideration |
| Pmin | = | Price of lowest acceptable tender |

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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); 5(2); 6(2) and 7(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 for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other 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 either the 90/10 or 80/20 preference point

system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Source Documents to be used for Evaluation	Number of points allocated (80/20 system) (To be completed by the organ of state)
B-BBEE Procurement Recognition Levels)	<ul style="list-style-type: none"> Valid BBEE certificate issued by SANAS accredited verification Agency Affidavit (CIPC, DTIC Sworn affidavit) 	<p>10</p> <p>Level 1: 20/20 x10=10.00</p> <p>Level 2: 18/20 x 10= 09.00</p> <p>Level 3: 14/20 x 10= 07.00</p> <p>Level 4: 12/20 x 10= 06.00</p> <p>Level 5: 8/20 x 10 = 04.00</p> <p>Level 6: 6/20 x 10= 03.00</p> <p>Level 7: 4/20 x 10 = 02.00</p> <p>Level 8: 2/20 x 10 = 01.00</p>
Local suppliers adjacent to SANParks operations and within 150km radius to Mountain Zebra National Park	<ul style="list-style-type: none"> Recent municipal rates and taxes bill Letter from traditional authorities confirming business address Signed and valid Lease agreement Proof of ownership 	Total points : 20

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

3

DATE:

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 numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON THIS DATE:

NAME (PRINT)

SIGNATURE
OFFICIAL STAMP

WITNESSES

1

2

