



South African NATIONAL PARKS

Invitation to Bid

**Appointment of a panel of legal practitioners for the provision of legal services to
SANParks for a period of five (5) years.**

Bid Number	GNP-058-23
Advert Date	14 December 2023
Issuer	South African National Parks
Closing date and time	Date: 8 February 2024 Time: 11:00am

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 generally open 24 hours a day, 7 days a week at the below delivery address.

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, PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS				
BID NUMBER:	GNP-058-23	CLOSING DATE:	8 February 2024	CLOSING TIME: 11:00am
DESCRIPTION:	Appointment of a panel of legal practitioners for the provision of legal services to SANParks for a period of five (5) years.			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT				
643 LEYDS STREET, MUCKLENEUK, PRETORIA (MAIN GATE: TENDER BOX)				
<p>NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above. No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail.</p> <p>There shall be no public opening of the Bids received.</p> <p>No late submissions will be accepted.</p>				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Quinton Chetty		CONTACT PERSON	Fahlaza Monaledi
TELEPHONE NUMBER	012 426 5247		TELEPHONE NUMBER	012 426 5076
E-MAIL ADDRESS	Quinton.Chetty@sanparks.org		E-MAIL ADDRESS	Fahlaza.Monaledi@sanparks.org ; anza.mugwabana@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		CENTRAL SUPPLIER DATABASE No:	MAAA

	SYSTEM PIN:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> [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 FOR INFORMATION PURPOSES]			
2.1 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]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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			
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.			

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 PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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) AND/OR AN SLA.**

2. TAX COMPLIANCE REQUIREMENTS

- 2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.4 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.
- 2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.8 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.9 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.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS WILL 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:

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

	Validity Period from Date of Closure:	150 Days
Bid Validity	The tender proposal must remain valid for at least 150 days after the tender closing date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period of one hundred and fifty (150) days after closing date.	

CORRESPONDENCES - Queries

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed above in SBD 1 or below. Under no circumstances may any other employee within SANParks be approached for any information. SANParks reserves the right to place responses to such queries on the website.

Any queries regarding the bidding procedure may be directed to:

Department: Supply Chain Management

Contact Person: Mr Quinton Chetty

Tel: 012 426 5247

E-mail address: Quinton.Chetty@sanparks.org

CONDITIONS AND INSTRUCTION TO THE BIDDER

- a) The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- b) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
- c) Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- d) Counter Conditions: SANParks draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.
- e) Response preparation costs: SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
- f) Cancellation prior to awarding: SANParks reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.
- g) Collusion, Fraud and corruption: Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
- h) Fronting: SANParks, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SANParks establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist? Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SANParks may have against the bidder concerned.

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

INTENTION TO SELL

Is the bidder in the process of selling the bidding company?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any intension of selling the bidding company within the next 12 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any intension of selling the bidding company within the next 12 months to 60 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO

SANParks reserves the right not to appoint on the panel of services providers any bidder who answers any of the questions above “yes”.

DISCLAIMERS

SANParks has produced this document in good faith. SANParks, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SANParks is permitted by law, SANParks will not be liable for any claim whatsoever and howsoever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SANParks makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and SANParks shall have no liability towards the responding service providers or any other party in connection therewith.

NB: Important Notice: *Bidders are to be aware of scammers who pose as SANParks employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids.*

SANParks is in no way selling the bid document, all documents shall be found on the SANParks website and eTender Portal and awarded bids are notified through the website under “bids awarded” and SANParks shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.

BID DOCUMENTS

Number of ORIGINAL bid documents for contract signing	TWO
Electronic Copy of the original document in PDF (flash drive)	ONE
Bid documents must contain two original documents, initialled on each page thereof and signed where required . A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided. These serve as the original sets of bid documents and form part of the contract.	

RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:	
Invitation to Bid (SBD 1) must be fully completed and signed.	
Submission of fully completed SBD 4 (Bidder's disclosure).	
Submission of fully completed SBD 7.2 (Contract Form).	
Submission of fully completed signed and initialled GCC (General Conditions of Contract).	

CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury prior to submitting their bid (open tenders). Failure to being registered on the CSD and failure to submit the requested proof of registration on CSD information will lead to disqualification. (Please provide proof of registration on the Central Supplier Database).

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.

OCCUPATIONAL HEALTH AND SAFETY

The bidder acknowledges that it is fully aware of the provisions of the OHS Act 85 of 1993 and that it is an employer in its own right with duties and responsibilities as prescribed in the said Act.

THE BIDDING SELECTION PROCESS

Evaluation phases

Phase 1: Mandatory evaluation criteria – (to be filed under File 1)

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response with supporting evidence. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

Failure to comply with Mandatory Requirements will lead to the bidder being disqualified, and not considered for further evaluation.

Description of requirement	Indicate COMPLY/NOT COMPLY	Comment or reference to proposal
GENERAL		
1. The bidder must submit proof of registration with the Legal Practice Council. 2. The bidder must submit a legal practice Profile (maximum of 7 pages) – the legal practice's profile shall, <i>inter alia</i> , include a short history of the legal practice including the opening date thereof and the practice number issued by the relevant Legal Practice Council, if applicable and details of the legal practice's understanding of the requirement of this RFB. The legal practice profile confirming premises from which the legal practice conducts its business and must include information on the availability of e-mail access, telephone facilities, printing facilities, library/research facilities and information on support staff employed by the legal practice. The legal practice profile to also indicate: - the controls in place to ensure that conflict of interest will be managed effectively and to the best interest of SANParks; - any value-added services that the bidder may be in a position to offer SANParks; and - how the bidder will assist SANParks in achieving the objective to promote participation of Black law firms and Black law professionals through its panel of Legal Practitioners.		

3. The bidder must submit a valid certified copy of the Legal Practitioners Fidelity Fund Certificate for each member who is a sole practitioner, partner or director of the firm of Legal Practitioners and who will attend to SANParks' matters.		
4. The bidder must submit a certified valid letter of good standing with the relevant Legal Practice Council, for each attorney who forms part of the team that will attend to SANParks matters, not older than 3 (three) months from the closing date of this Bid.		
5. The bidder must submit a legal practice's Indemnity Certificate issued for present year.		
6. The bidder must submit a minimum of 3 (three) contactable reference/recommendation letters for each service category the bidder is bidding for clearly marked as indicated on Annexure A.		
7. The bidder must complete Returnable Table (B1) (confirmation of lead attorney's 5 years or more post admission experience in the service category the bidder is bidding for), (B2) (Project Team: Knowledge and expertise), (B3) (Capacity) in respect of each selected service category.		
8. The bidder must submit proof of qualification of the lead attorney as well as the proposed team members.		
9. The bidder must submit Admission certificates of the lead attorney as well as the proposed team members.		
10. The bidder must submit an initialed copy of the General Condition of Contract.		
11. The bidder must accept and/or provide comments to the Master Service Agreement.		

Phase 2: Technical/Functional evaluation criteria

In this phase all bids that met all the requirements in terms of the submitted proposal per the above set of mandatory requirements will be evaluated as follows:

NB: Qualification Threshold – Bidders must achieve 75% in each service category that the bidder tenders for, to be considered for appointment to the panel. Bidders who fail to comply with the set minimum threshold of 75% per the below requirements WILL be eliminated.

FUNCTIONALITY RESPONSIVENESS CRITERIA AND WEIGHTINGS APPLICABLE FOR THIS BID (APPLICABLE TO ALL CATEGORIES EXCEPT CONSTRUCTION LAW AND CONSTRUCTION AGREEMENT MANAGEMENT AND EMPLOYMENT LAW SERVICE CATEGORIES)

Note: Please use the response format for this section attached hereto as Annexures B 1 – 3

No	Functionality criteria	Weighting factors	Points	Documents to be submitted for evaluation purposes	Points allocation
1.	Lead Legal Practitioner: Knowledge and expertise The bidder must show experience, expertise and competence of not less than 5 (five) years (post admission) of the lead Legal Practitioner/s (LA) in each service category the bidder is bidding for.	40	5	Returnable table (B1) indicating lead Legal Practitioner(s) experience, expertise and competence of not less than 5 (five) years (post admission) in each service category the bidder is bidding for and admission as an attorney.	0 – LA less than 5 years' experience post admission. 4 – LA has between 5 to 10 years' experience post admission. 5 – LA attorney has experience of more than 10 years post admission.
2.	Project Team: Knowledge and expertise The bidder must provide details of the project team that will be assigned to SANParks, for each category that the bidder bids for, in addition to the Lead Practitioner/s, example: <ol style="list-style-type: none">1. Senior Legal Practitioner2. Senior Associate3. Associates4. Candidate Attorneys	40	5	Returnable table (B2) indicating the details of the project team under each service category the bidder is bidding for. The bidder must provide a detailed profile of the proposed project team which, as a minimum, must include the following aspects for each member of the team:- <ul style="list-style-type: none">• Experience (including years – minimum of 5 years post-admission or candidate attorneys),• Expertise and competencies,• Ability to conduct research and types of research conducted;• position/designation; and• indication of admission as attorney.	0 – No information provided 1 – The team's combined expertise and experience, does not satisfactorily meet the requirements 2 – The teams combined expertise and experience, satisfies two aspects. 3 – The team's combined expertise and experience, satisfies three aspects 4 – The team's combined expertise and experience, satisfies all aspects 5 – The team's combined expertise and experience, exceeds the requirements or aspects.

3 Capacity The bidder must demonstrate experience in the service categories they are bidding for.	20	5	<p>Returnable table (B3) indicating relevant experience and exposure as well as the capacity of the bidder /lead partner/project team in relation to the selected service categories providing the following details (minimum of 5 minimum clients):</p> <ul style="list-style-type: none"> • client name; • transaction description; • transaction value; • project period; • description of services performed and extent of bidders'/lead partners'/teams' responsibilities 	0 – No projects submitted 2 – 1 to 4 projects submitted 4 – 5 projects submitted. 5 – Above 5 submitted
Total Score	100	15		

CONSTRUCTION LAW AND CONSTRUCTION AGREEMENT MANAGEMENT REQUIREMENTS (APPLICABLE TO ALL FIRMS WHO TENDER FOR THE CONSTRUCTION LAW AND CONSTRUCTION AGREEMENT MANAGEMENT SERVICE CATEGORY)

Note: Please use the response format for this section attached hereto as Annexures B1 – 3

No	Functionality criteria	Weighting factors	Points	Documents to be submitted for evaluation purposes	Points allocation
1.	Lead Attorney: Knowledge and expertise The bidder must show experience, expertise and competence of not less than 5 (five) years (post admission) of the lead Legal Practitioner/s (LA) in each service category the bidder is bidding for.	35	5	Returnable table (B1) indicating lead Legal Practitioner(s) experience, expertise and competence of not less than 5 (five) years (post admission) in each service category the bidder is bidding for and admission as an attorney.	0 – LA less than 5 years' experience post admission. 4 – LA has between 5 to 10 years' experience post admission. 5 – LA attorney has experience of more than 10 years post admission.
2.	Project Team: Knowledge and expertise The bidder must demonstrate experience, expertise and competence of lawyers in the current bidders employ in the service category the bidder is bidding for including ability to conduct research.	35	5	Returnable table (B2) indicating lawyers making up the project team under each service category the bidder is bidding for demonstrating in relation to the selected service category the lawyers': - <ul style="list-style-type: none"> • Experience (including years – minimum of 5 years post-admission or candidate attorneys), • Expertise and competencies, • Ability to conduct research and types of research conducted; • position/designation; and • indication of admission as attorney-and. 	0 – No information provided 1 – The team's combined expertise and experience, does not satisfactorily meet the requirements 2 – The teams combined expertise and experience, satisfies two aspects. 3 – The team's combined expertise and experience, satisfies three aspects 4 – The team's combined expertise and experience, satisfies all aspects 5 – The team's combined expertise and experience, exceeds the requirements or aspects.

3 Construction Contract Management The bidder must show experience, expertise and competence in Construction Contract Management process.	15	5	Returnable table (B3) indicating relevant experience and exposure as well as the capacity of the bidder /lead partner/project team in relation to construction contract management providing the following details (minimum of 5 minimum clients): <ul style="list-style-type: none"> • client name; • transaction description; • transaction value; • project period; description of services performed and extent of bidders'/lead partners'/teams' responsibilities	0 – No projects submitted 2 – 1 to 4 projects submitted 4 – 5 projects submitted. 5 – Above 5 submitted
4 Dispute Resolution Process The bidder must demonstrate experience, expertise and competence in respect of Dispute Resolution Mechanisms provided for in the Joint Building Contract Committee [JBCC] and South African Institute for Civil Engineers (SAICE) General Conditions of Contract for Construction Works [GCC].	15	5	Returnable table (B3) indicating relevant experience and exposure as well as the capacity of the bidder /lead partner/project team in relation to the dispute resolution process providing the following details (minimum of 5 minimum clients): <ul style="list-style-type: none"> • client name; • transaction description; • transaction value; • project period; description of services performed and extent of bidders'/lead partners'/teams' responsibilities	0 – No projects submitted 2 – 1 to 4 projects submitted 4 – 5 projects submitted. 5 – Above 5 submitted
Total Score	100	20		

EMPLOYMENT LAW REQUIREMENTS (APPLICABLE TO ALL FIRMS WHO TENDER FOR THE EMPLOYMENT LAW SERVICE CATEGORY)

Note: Please use the response format for this section attached hereto as Annexure B1 – 3

No	Functionality criteria	Weighting factors	Points	Documents to be submitted for evaluation purposes	Points allocation
1.	Lead Attorney: Knowledge and expertise The bidder must show experience, expertise and competence of not less than 5 (five) years (post admission) of the lead Legal Practitioner/s (LA) in each service category the bidder is bidding for.	35	5	Returnable table (B1) indicating lead Legal Practitioner(s) experience, expertise and competence of not less than 5 (five) years (post admission) in each service category the bidder is bidding for and admission as an attorney.	0 – LA less than 5 years' experience post admission. 4 – LA has between 5 to 10 years' experience post admission. 5 – LA attorney has experience of more than 10 years more post admission.
2	Project Team: Knowledge and expertise The bidder must demonstrate experience, expertise and competence of lawyers in the current bidders employ in the service category the bidder is bidding for including ability to conduct research.	35	5	Returnable table (B2) indicating lawyers making up the project team under each service category the bidder is bidding for demonstrating in relation to the selected service category the lawyers':- <ul style="list-style-type: none">• Experience (including years – minimum of 5 years post-admission or candidate attorneys),• Expertise and competencies,• Ability to conduct research and types of research conducted;• position/designation; and• indication of admission as attorney.	0 – No information provided 1 – The team's combined expertise and experience, does not satisfactorily meet the requirements 2 – The teams combined expertise and experience, satisfies two aspects. 3 – The team's combined expertise and experience, satisfies three aspects 4 – The team's combined expertise and experience, satisfies all aspects 5 – The team's combined expertise and experience, exceeds the requirements or aspects.

3	<p>Individual Employment Law</p> <ul style="list-style-type: none"> • Drafting and interpretation of employment contracts. • Implementation and application of employment contracts and handling of disputes related thereto. • Handling and presiding over grievances incapacity (ill-health, poor work performance, injury and compatibility) pre-dismissal arbitrations and disciplinary enquiries. • Conducting disciplinary forensic investigations in the workplace. • Provision of general labour related advice, legal opinions or related services. • Advice on changing employment law legislation and its potential impact; • Represent the employer at CCMA mediations, arbitrations, the Labour Courts and other forums for labour disputes; • Advice and assist with drafting of Policies and Standard Operating Procedures (SOP's) • Provision of employment law training as and when required. 	15	5	<p>Returnable table (B3) indicating relevant experience and exposure as well as the capacity of the bidder /lead partner/project team in relation to the individual employment law and its subsections providing the following details: (minimum of 5 minimum clients)</p> <ul style="list-style-type: none"> • client name; • transaction description; • transaction value; • project period; <p>description of services performed and extent of bidders'/lead partners'/teams' responsibilities.</p>	<p>0 – No projects submitted 2 – 1 to 4 projects submitted 4 – 5 projects submitted. 5 – Above 5 submitted</p>
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4	<p>Collective Employment Law</p> <ul style="list-style-type: none"> • Advise on strikes/lockouts, picketing rules, collective bargaining, restructuring, disputes over the interpretation and application of collective agreements, litigation in all labour tribunals and courts 	15	5	<p>Returnable table (B3) indicating relevant experience and exposure as well as the capacity of the bidder /lead partner/project team in relation to the collective employment law providing the following details: (minimum of 5 minimum clients)</p> <ul style="list-style-type: none"> • client name; • transaction description; • transaction value; • project period; <p>description of services performed and extent of bidders'/lead partners'/teams' responsibilities.</p>	<p>0 – No projects submitted</p> <p>2 – 1 to 4 projects submitted</p> <p>4 – 5 projects submitted.</p> <p>5 – Above 5 submitted</p>
	Total Score	100	20		

The bidder must provide details of recent matters handled by the bidder as it relates to the above categories. Please refer to Table (B1), (B2) and (B3) of this document for the format in which the required information must be provided.

REASONS FOR DISQUALIFICATION

SANParks reserves the right to disqualify without prior notice to the bidder any bidders who do not comply with one or more of the following bid requirements:

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply);
- Bidder who submitted incomplete information and documentation according to the requirements of this RFB document;
- Bidder who submitted information that is fraudulent, factually untrue or inaccurate information;
- Bidder who received information not available to other potential bidders through fraudulent means;
- Bidder who failed to comply with **[technical/mandatory or both requirements]** as stipulated in the RFB document;
- Bidder who misrepresented or altered material information in whatever way or manner;
- Bidder who promised, offered or made gifts, benefits to any SANParks employee;
- Bidder who canvassed, lobbied in order to gain unfair advantage;
- Bidder who committed fraudulent acts; and
- Bidder who acted dishonestly and/or in bad faith etc.

TERMS OF REFERENCE – Appointment of a panel of legal practitioners for the provision of legal services to SANParks for a period of five (5) years.

1. INTRODUCTION TO SANPARKS

SANParks was initially established in terms of the now repealed National Parks Act, 57 of 1976 and continue to exist in terms of the National Environmental Management: Protected Areas 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: 25 public entity.

Our vision is to have a world class system of sustainable National Parks reconnecting and inspiring society.

Our mission is to develop, expand, manage and promote a system of sustainable national parks that represents biodiversity and heritage assets, through innovation and best practice for the just and equitable benefit of current and future generations.

The Parks under the management of SANParks are divided into 6 regions:

Region	Regional Office	Parks managed
Arid	Upington	Kgalagadi, Augrabies, Richtersveld, Namaqua, Mokala
Cape	Cape Town	Table Mountain, Agulhas, West Coast, Tankwa Karoo, Bontebok
Garden Route	Knysna	Stormsriver Mouth (Tsitsikamma), Knysna Forests, Wilderness, Knysna Estuary
Frontier	Port Elizabeth	Addo, Camdeboo, Mountain Zebra, Karoo
North	Pretoria, Head Office	Golden Gate, Marakele, Mapungubwe,
Kruger National Park	Skukuza	35 Various Camps

Furthermore, SANParks oversees the management of the parks and provide strategic guidance and support from its Head Office in Groenkloof, Pretoria.

2. BUSINESS UNIT RESPONSIBLE FOR THE BID

Legal Services Department is responsible for the provision of a comprehensive legal service to SANParks and to ensure that all strategic; policy and long-term planning objectives of SANParks are properly informed by and reflect the complex legal framework that applies to all operations of SANParks. The service categories are outlined under scope of work below.

3. CONTEXT OF THIS PROCUREMENT

SANParks would like to invite suitable, qualified and competent firms of Legal Practitioners to send proposals to be considered for inclusion on its panel of Legal Practitioners, as 'preferred service providers'. Preferred service providers imply that the selected service providers are a pool, not necessarily the only contracted service provider. The panel of Legal Practitioners will be required to provide legal services to SANParks, on an ad hoc basis.

4. CONTRACT PERIOD

The period of appointment to the panel of Legal Practitioners is for a period of five (5) years.

5. SCOPE OF WORK

SANParks intends to appoint a panel of Legal Practitioners that is representative of SANParks' regional management structure. Accordingly, bidders must indicate in the table below, with a tick (✓) the Province/Region in which it carries on business.

Region	Please Tick (✓)
Gauteng	
Eastern Cape	
Free State	
Western Cape	
Northern Cape	
Limpopo	
Mpumalanga	

The preferred service providers will be expected to render services on an ad hoc basis to SANParks in the following service categories: -

ITEM	SERVICE CATEGORIES	PLEASE TICK (✓)
1.	Litigation	
2.	Environmental Law (Conservation legislation)	
3.	Commercial law and Contract law	
4.	Construction Law and Construction Agreement Management	
5.	Procurement Law, Administrative Law and Constitutional Law	
6.	Public Private Partnerships	
7.	Intellectual Property Law	
8.	Conveyancing and Property Law	
9.	Employment Law and Alternative Dispute Resolution	
10.	Criminal Law (also relating to environmental crimes)	

NOTE: Bidders may submit proposals in respect of any one or a combination of the 10 services categories. Please indicate which service categories you are bidding for. Bidders must indicate in their proposals the relevant experience and exposure as well as the capacity of the bidder in relation to the selected service categories.

SANParks intends to promote broad based transformation and development of small and medium firms in this industry and as such will appoint firms in the following categories. The bidder must indicate, in the table below, with a tick (✓) the category relevant to it:

FIRM CATEGORY	DEFINITION	PLEASE TICK (✓)
Category 1: Small Firms	Firms with an annual turnover of not more than R10 million	
Category 2: Medium Firms	Firms with an annual turnover greater than R10 million but less than R50 million	
Category 3: Large Firms	Firms with an annual turnover greater than R50 million	

Note: Bidders must submit their latest financial statements as proof of their annual turnover as confirmed by an independent accountant. Small businesses with no financial history, must submit a letter from their independent accounting firm confirming their financial status and / or projections.

It is SANParks objective to promote the participation of historically disadvantaged professionals through its panel of Legal Practitioners. Bidders are requested to indicate in their proposals how they will assist SANParks in achieving this objective. SANParks reserves the right to instruct the successful bidder to sub-contract a portion of the services to historically disadvantaged professionals to empower small firms.

6. SKILLS TRANSFER

- 6.1 The successful preferred bidders will be required to ensure transfer of skills to in house legal advisors of SANParks as and when they are issued with instructions/assignments by SANParks.
- 6.2 The successful preferred bidders must provide training to SANParks' employees, communities adjacent to national parks and support enterprise development as and when requested by SANParks in the service category appointed for at no charge, except for disbursements.

7. TERMS AND CONDITIONS OF CONTRACT

7.1 This RFB, as compiled by SANParks is being made available, on the same basis to all bidders and a bidder submitting a response thereto will be deemed to do on the basis that they acknowledge and accept the terms and conditions set herein: -

7.2 Supplier performance management is viewed by SANParks as a critical component in ensuring value for money acquisition and good supplier relations between SANParks and all its suppliers. The preferred bidders shall upon receipt of written notification of an award, be required to conclude a master services agreement (MSA) which will form an integral part of the supply agreement. This MSA will serve as a tool to measure, monitor and assess the supplier's performance and ensures effective delivery of service, quality and value-add to SANParks. The scope of work shall form part of the aforementioned agreement.

7.3 **Confidentiality**

7.3.1 The firms of Legal Practitioners will be required to sign confidentiality and/or indemnity agreements with SANParks.

7.3.2 The bidder undertakes, at any time during the term of its appointment and after any termination or cancellation thereof, directly or indirectly disclose, or directly or indirectly use, whether for its own benefit or that of any other person any confidential information of SANParks including that of or any information relating to its clients, customers, suppliers, donors, sponsors or agents.

7.4 **Intellectual property rights**

7.4.1 All copyright and intellectual property rights that may result as consequences of the work to be performed will be become the property of SANParks.

7.4.2 Firms of Legal Practitioners must hand over all documents and information in any format, including copies thereof, that it received from SANParks or that it had access to during the assignment immediately after completion of the assignments to SANParks.

7.4.3 Firms of Legal Practitioners shall deliver to SANParks, on completion of an assignment, any security devices, passwords or protective mechanisms to the soft versions of documents that were

written and SANParks will have the right to amend and change these without obligation whatsoever to the firms of Legal Practitioners upon completion of the assignment.

- 7.5 A due diligence review may be conducted at the sole discretion of SANParks at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at bidder's corporate offices.
- 7.6 Only legal practices established and registered in accordance with the provisions of the Legal Practice Act, 2014 (Act No. 28 of 2014 as amended) will be considered for this tender.
- 7.7 SANParks does not guarantee that bidders will receive instructions in the event that they are appointed onto the SANParks panel of Legal Practitioners.
- 7.8 All instructions to selected Legal Practitioners on the panel of Legal Practitioners shall be given, in writing, by a duly authorised representative of SANParks.
- 7.9 SANParks promotes local production and content and for purposes of this RFB SANParks reserves the right to only consider South African Based law firms for appointment under this RFB.
- 7.10 SANParks reserves the right to interview panel members that would have been short listed for specific assignments.
- 7.11 SANParks may, at its sole discretion award an assignment or any part thereof to more than one panel member or to any legal firm not forming part of the panel of Legal Practitioners depending on the nature of the assignment.
- 7.12 The firms of Legal Practitioners may not cede or assign any part of its agreement with SANParks nor subcontract any part of the work assigned to them without the prior written authorisation of SANParks.
- 7.13 Failure to comply with any condition of this RFB will invalidate respective tender proposal.
- 7.14 Regular monthly written feedback must be given to the GM: Legal, or his/her nominee on all matters received from SANParks, at no costs to the SANParks.

- 7.15 When cases have been postponed at the request of the service provider acting on behalf of SANParks owing to non-compliance with any procedural requirements, the service provider who was negligent in this regard will bear the costs of postponement, and this amount will not be recovered from SANParks.
- 7.16 Successful bidders will be required to negotiate fees with advocates before a brief is finalised. Service providers may not appoint senior counsel, unless written instructions to this effect have been received from SANParks.
- 7.17 Payment of legal fees by SANParks will be effected within 30 (thirty) days from date of receipt of an acceptable invoice.
- 7.18 In the event that any conflict of interest is discovered during a particular assignment, SANParks reserves the right to summarily cancel the services agreement and demand that all information, documents and property of SANParks be returned forthwith.
- 7.19 A bidder shall, in the event of a sale, acquisition, merger, or other change of control of a bidder after submission of a bid (Change Event) where such Change Event is achieved, directly or indirectly, in a single transaction or series of related transactions, or in the event of a sale of all or substantially all of the assets of the bidder in a single or series of related transactions procure the prior written approval of SANParks, failing which SANParks shall in its own discretion exclude the bidder from further participation in the bid process.
- 7.20 Where the panel falls short of other fundamental legal aspects, SANParks reserves right to appoint firms outside the appointed panel.
- 7.21 SANParks shall be entitled, in its discretion to remove a firm of Legal Practitioners from the panel before the expiry of the 5 (five) years period by written notice and recall all the files in the possession of the said firm of Legal Practitioners.
- 7.22 No entity may be involved, whether directly or indirectly, in more than one Bid in response to the RFB. A failure to comply with this requirement may, within the sole discretion of SANParks, result in disqualification of the relevant entity.

8. DETAILED PRICING – 3.3 (Professional services)

NB: Price and preference will not be evaluated in this tender, hourly rates will be used for contracting purposes only; and escalations will be negotiated annually.

8.1 Bidders must submit their Pricing Schedule and in doing so must propose hourly rates relevant for the following categories:

Category	Hourly rate
1. Candidate Legal Practitioners	
2. Legal Advisors / Legal Practitioners with up to 2 (two) years' relevant post-article experience;	
3. Legal Advisors / Legal Practitioners with 3 (three) to 5 (five) years' relevant post-article experience;	
4. Legal Advisors / Legal Practitioners with more than 5 (five) to 10 (ten) years' relevant post-article experience; and	
5. Legal Advisors / Legal Practitioners with more than 10 (ten) years' relevant post-article experience.	

8.2 The hourly rates will form part of the Master Services Agreement and will apply to appointments arising out of this Bid.

8.3 SANParks reserves the right to review the proposed hourly rates on the anniversary of the agreement and in its sole discretion propose to the service provider adjustments thereto.

8.4 SANParks reserves the right to indicate the level of Legal Advisor / Attorney that is required to render the specific legal services to SANParks, with reference to the aforesaid categories. Should a service provider choose to assign a Legal Advisor / Attorney who falls in a higher category to attend to an instruction, such service provider may not charge the higher fee.

8.5 In the event that SANParks has not prescribed the level of Legal Advisor / Attorney required for a specific instruction, the bidder must in good faith appoint a Legal Advisor / Attorney with suitable experience and qualifications.

8.6 In the event that a Legal Advisor / Attorney moves to a new higher category during the service provider's appointment term, the service provider shall notify SANParks accordingly in writing and SANParks shall have the right to request another Legal Advisor / Attorney from the service provider who is at the same category as the Legal Advisor / Attorney who was initially appointed to replace him/her before such Legal Advisor / Attorney renders his/her next account to SANParks.

8.7 The service provider is required to advise SANParks of any new professional staff members appointed during the contract term to attend to SANParks' instructions and shall furnish SANParks with a short CV, including the appointee's applicable category, prior to such new appointee commencing work on a SANParks matter.

8.8 Service providers will be regarded as having acted in bad faith in the event that SANParks finds: -

- instructions and/or duties that could be attended to, or executed by junior staff members have been assigned to senior Legal Advisors / Legal Practitioners and billed for at such senior staff members' rates;
- multiple Legal Advisors / Legal Practitioners have been assigned to attend to a single instruction without any proper justification, such as the complexity or magnitude of a matter and/or the service provider failed to request SANParks' prior permission in writing to appoint multiple Legal Advisors / Legal Practitioners for such an instruction; and
- unrealistic time billing taking into account the nature (i.e., relative simplicity) of any action performed and/or service rendered by a Legal Advisor / Attorney.

The aforesaid list is not exhaustive. Bidders must note that transgressions such as the above may lead to SANParks electing not to make any further use of the services of such legal service provider.

STANDARD BIDDING DOCUMENTS

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

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.

2.2 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:

.....
.....

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

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.

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.

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

SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED 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;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - 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

DATE:

GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words "department" means organs of state inclusive of public entities and vice versa, and the words "will/should" mean "must".

South African National Parks (SANParks) cannot amend the National Treasury's General Conditions of Contract (GCC). SANParks appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions and Special Conditions specific to this bid contract is not part of the General Conditions of Contract. No clause in this document shall be in conflict with another clause. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC1	1. Definitions - The following terms shall be interpreted as indicated:
	<p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5. "Countervailing duties" imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is</p>

	<p>obtained.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14. "GCC" mean the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>1.17. "Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site", where applicable, means the place indicated in bidding documents.</p> <p>1.21. "Purchaser" means the organization purchasing the goods.</p> <p>1.22. "Republic" means the Republic of South Africa.</p> <p>1.23. "SCC" means the Special Conditions of Contract.</p> <p>1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
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GCC2	<p>2. Application</p> <p>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.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	<p>3. General</p> <p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
GCC4	<p>4. Standards</p> <p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<p>5. Use of contract documents and information</p> <p>5.1. The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p>

	<p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	<p>6. Patent rights</p>
	<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	<p>7. Performance security</p>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	<p>8. Inspections, tests and analyses</p>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p>

	<p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>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 supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>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 are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	<p>9. Packing</p> <p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	<p>10. Delivery and Documentation</p> <p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>

GCC11	11. Insurance
	11.1. The goods supplied under the contract are 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.
GCC12	12. Transportation
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. Incidental services
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> 13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	14. Spare parts
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> 14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2. In the event of termination of production of the spare parts: <ul style="list-style-type: none"> 14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

	14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	15. Warranty
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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.</p> <p>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.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	16. Payment
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	17. Prices
	<p>17.1. Prices charged by the supplier for goods delivered and services performed</p>

	under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	18. Contract amendment
	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.
GCC19	19. Assignment
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	20. Subcontract
	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
GCC21	21. Delays in supplier's performance
	<p>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.</p> <p>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.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of</p>

	<p>penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	22. Penalties
	<p>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.</p>
GCC23	23. Termination for default
	<p>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:</p> <p>23.1.1. 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;</p> <p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>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.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should</p>

	<p>not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. The date of commencement of the restriction</p> <p>23.6.3. The period of restriction; and</p> <p>23.6.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	<p>24. Anti-dumping and countervailing duties and rights</p> <p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other</p>

	amount which may be due to him
GCC25	<p>25. Force Majeure</p> <p>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.</p> <p>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.</p>
GCC26	<p>26. Termination for insolvency</p> <p>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.</p>
GCC27	<p>27. Settlement of disputes</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	<p>28. Limitation of liability</p>

	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. 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</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC29	29. Governing language
	<p>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.</p>
GCC30	30. Applicable law
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	31. Notices
	<p>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</p> <p>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</p>
GCC32	32. Taxes and duties
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks 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</p>

GCC33	33. National Industrial Participation Programme
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	34. Prohibition of restrictive practices
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
	<p>Contracted Party Due Diligence</p> <p>SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.</p>
	<p>Jigs, Tools, and Templates, where applicable</p> <p>Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.</p>
	<p>Copyright and Intellectual Property</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contractor discloses the same to SANParks at the commencement of this contract.</p> <p>The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-lisence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in SANParks and to give effect to the foregoing:</p> <p>(a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to SANParks and SANParks hereby accepts such assignment, and</p>

	<p>(b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property, and which may invest in the contracted supplier.</p> <p>The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall assist SANParks in obtaining statutory protection for the contract intellectual property at the expense of SANParks wherever SANParks may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to SANParks, or as SANParks may direct, and to support SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall survive termination of this contract indefinitely.</p>
	<p>Confidentiality</p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not:</p> <ul style="list-style-type: none"> (a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent. (b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or (c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> (a) Disclose the confidential information to any third party, or (b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, <p>The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> (a) Was independently developed by the recipient prior to its involvement with SANParks or in the possession of the recipient prior to its involvement with SANParks; (b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; (c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from SANParks, or

(d) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform SANParks of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from SANParks to do so, return to SANParks all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- (a) All written disclosures received from SANParks;
- (b) All written transcripts of confidential information disclosed verbally by the SANParks; and
- (c) All material embodiments of the contract intellectual property.

The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.

Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.

FILE 1***Exhibit 1***

- i. Invitation to Bid
- ii. Minimum screening documents

The following documents must be filed after this page in order:

Document required	Checklist
Invitation to Bid (SBD 1) must be fully completed and signed.	
Submission of fully completed Pricing Schedule [SBD 3.3]	
Submission of fully completed SBD 4 (Bidder's disclosure).	
Submission of fully completed SBD 7.2 (Contract Form).	
Submission of fully completed signed and initialled GCC (General Conditions of Contract).	

Exhibit 2 - Mandatory documents

The following documents must be filed after this page:

Description of requirement	Indicate COMPLY/NOT COMPLY	Comment or reference to proposal
GENERAL		
1. The bidder must submit proof of registration with the Legal Practice Council. 2. The bidder must submit a legal practice Profile (maximum of 7 pages) – the legal practice's profile shall, inter alia, include a short history of the legal practice including the opening date thereof and the practice number issued by the relevant Legal Practice Council, if applicable and details of the legal practice's understanding of the requirement of this RFB. The legal practice profile confirming premises from which the legal practice conducts its business and must include information on the availability of e-mail access, telephone facilities, printing facilities, library/research facilities and information on support staff employed by the legal practice. The legal practice profile to also indicate: - the controls in place to ensure that conflict of interest will be managed effectively and to the best interest of SANParks; - any value-added services that the bidder may be in a position to offer SANParks; and - how the bidder will assist SANParks in achieving the objective to promote participation of Black law firms and Black law professionals through its panel of Legal Practitioners.		
3. The bidder must submit a valid certified copy of the Legal Practitioners Fidelity Fund Certificate for each member who is a sole practitioner, partner or director of the firm of Legal Practitioners and who will attend to SANParks' matters.		

4. The bidder must submit a certified valid letter of good standing with the relevant Legal Practice Council, for each attorney who forms part of the team that will attend to SANParks matters, not older than 3 (three) months.		
5. The bidder must submit a Firms Indemnity Certificate issued for present year.		
6. The bidder must submit a minimum of 3 (three) contactable reference/recommendation letters for each service category the bidder is bidding for clearly marked as indicated on Annexure A.		
7. The bidder must complete Returnable Table (B1) (confirmation of lead attorney's 5 years or more post admission experience in the service category the bidder is bidding for), (B2) (Project Team: Knowledge and expertise), (B3) (Capacity) in respect of each selected service category.		
8. The bidder must submit proof of qualification of the lead attorney as well as the proposed team members.		
9. The bidder must submit Admission certificates of the lead attorney as well as the proposed team members.		
10. The bidder must submit an initialed copy of the General Condition of Contract.		
11. The bidder must complete and or provide comments to the Master Service Agreement.		

Exhibit 3 – Category 1: Litigation

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications.

The above documents must be filed after this page.

Exhibit 4 – Category 2: Environmental Law (Conservation legislation)

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications.

The above documents must be filed after this page.

Exhibit 5: Category 3: Commercial law and Contract law

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications.

The above documents must be filed after this page.

Exhibit 6– Category 4: Construction Law and Construction Agreement Management

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications.

The above documents must be filed after this page.

Exhibit 7– Category 5: Public Procurement Law, Administrative Law

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications.

The above documents must be filed after this page.

Exhibit 8 – Category 6: Public Private Partnerships

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications.

The above documents must be filed after this page.

FILE 2

Exhibit 9 – Category 7: Intellectual Property Law

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications.

The above documents must be filed after this page.

Exhibit 10 – Category 8: Conveyancing and Property Law

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications and admission certificate as a conveyancer.

The above documents must be filed after this page.

Exhibit 11 – Category 9: Employment Law and Alternative Dispute Resolution

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications.

The above documents must be filed after this page.

Exhibit 12 – Category 10: Criminal Law (also relating to environmental crimes)

- i. Table (B1)
- ii. Table (B2)
- iii. Table (B3)
- iv. Supporting documents (clearly marked) – proof of relevant qualifications.

The above documents must be filed after this page.

5.1.1 **FILE 3**

Exhibit 1

- i. Latest financial statements.
- ii. Pricing Schedule.

The above documents must be filed after this page.

Each file and USB must be marked correctly and sealed separately for easy of reference during the evaluation process. SANParks reserves the right to request further details or supporting documentation.

ANNEXURE A
Sample Reference Letter

Response format: The bidder's references, experience, lead attorney and the lawyers listed for each service category3

Request for Proposal No: _____

Name of Bidder: _____

Service Category: _____

BIDDER'S REFERENCE LETTER TEMPLATE

(CLIENT'S LETTERHEAD)

[Date]

To whom it may concern

[Bidder's name] has been rendering / rendered **[service category]** to **[client's name]** since **[date]** / during the period from **[start date]** to **[end date]** and **[client's name]** hereby gives **[bidder's name]** an overall assessment of **[average/excellent]** for services rendered.

Area of Practice

Practice Areas	Description of services rendered			

Client Service Ratings:

Activity	Rating			
	<i>Excellent</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>
<i>Turn Around Times</i>				
<i>Quality of Feedback</i>				
<i>Accessibility and availability</i>				
<i>Reliability</i>				
<i>Customer Satisfaction</i>				

[Insert any other relevant information]

Should you require any further information in this regard please do not hesitate to contact the writer hereof.

3 Note: If the bidder requires more space than is provided below it must prepare a document in substantially the same format

Sincerely,

Full name:

Designation:

Telephone Number:

Email address:

Returnable Table (B1)

BIDDER'S LEAD ATTORNEY'S EXPERIENCE:

Table (B1) - details of the lead Legal Practitioners current and past experience in the service categories the bidder is bidding

Name	Years of experience post admission	Position / Designation	Qualifications	Admission as attorney (yes/no)	Relevant Experience	
					Projects / matters worked on and relevant period	Description of services rendered and extent of the lead attorney's responsibility

Returnable Table (B2)

BIDDER'S LIST OF TEAM MEMBER'S EXPERIENCE:

Table (B2) - list of the team member's current and past experience in the service categories the bidder is bidding for:

Name	Years of experience post admission	Position / Designation	Qualifications	Admission as attorney (yes/no)	Research conducted	Relevant Experience	
						Projects / matters worked on	Description of services rendered and extent of attorney's responsibilities

Returnable Table (B3)

BIDDERS CAPACITY:

Table (B3) - details of the bidders current and past experience in the service categories the bidder is bidding for:

Client Name	Transaction Description	Transaction Value	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities

Bidders must provide details of a minimum of 5 (five) recent matters handled by the bidder as it relates to each service category the bidder is bidding for.