



South African NATIONAL PARKS

INVITATION TO BID (SBD 1 PART A)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS

BID NUMBER:	GNP-018-21	CLOSING DATE:	21 October 2021	CLOSING TIME: 11:00
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DESCRIPTION

APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER FOR THE PROVISION OF GATE ACCESS AND FINANCIAL CONTROLS SERVICES IN TABLE MOUNTAIN NATIONAL PARK AND WEST COAST NATIONAL PARK FOR A PERIOD OF 5 YEARS.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT			
643 LEYDS STREET, MUCKLENEUK, PRETORIA (MAIN GATE: TENDER BOX)			
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.			
There shall be no public opening of the Bids received.			
SCM BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MEAGAN DU PLESSIS	CONTACT PERSON	TMNP: JUSTIN BUCHMANN
			WCNP: PIEREE NEL
TELEPHONE NUMBER	021-712 0527	TELEPHONE NUMBER	021-780 9101 Justin 022-772 2144 Pierre
E-MAIL ADDRESS	meagan.duplessis@sanparks.org	E-MAIL ADDRESS	Justin.buchmann@sanparks.org Pierre.nel@sanparks.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs)]			

MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No

[IF YES ENCLOSE PROOF]

2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No

[IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ 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, 2017, 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 MAY RENDER THE BID INVALID. SIGNATURE OF BIDDER: CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution DATE:	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A WRITTEN CONTRACT WITH SANParks	
Validity Period From Date Of Closure:	150 days
BRIEFING SESSION	
COMPULSORY BRIEFING SESSION	Date: 05 October 2021 Venue: Virtual meeting via Microsoft Teams Time: 11:00am Registration: Please register for the compulsory briefing session via email to meagan.duplessis@sanparks.org no later than 04 October 2021
SITE VIEW	
SITE VISIT	Service provider(s) must familiarise themselves with the sites that need services in terms of geographical locations. If interested please contact the respective parks for a site visit for any of the days below. Date: 07 October 2021 , 08 October 2021 & 11 October 2021 Venue: Table Mountain National Park and West Coast National Park. Cape Town and Langebaan. Time: 11:00am Contact Person: TMNP: JUSTIN BUCHMANN: 021-780 9101 WCNP: PIERRE NEL: 022-772 2144

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. 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.
PREQUALIFICATION CRITERIA	
In terms of Regulation 4 of the 2017 Preferential Procurement Regulations (PPR), SANParks requires that bidders meet the following pre-qualification criteria:	
<ul style="list-style-type: none"> The bidder must have a B-BBEE contributor status 1 - 4. 	
NB. A tender that fails to meet this pre-qualifying criteria will be declared an unacceptable tender.	
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NAME OF THE DULY AUTHORISED PERSON:	
SIGNATURE:	
DATE:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

SETS OF BID DOCUMENTS REQUIRED	
Number of ORIGINAL bid documents for contract signing	TWO
Electronic Copy of the original document in PDF (flash drive)	ONE
<p>Bid documents must contain two original documents, initialled on each page, and signed where required (two separate envelopes: one for Pricing and the other for Technical document).</p> <p>A digital version on USB/Memory stick containing the bid document and all other supporting documents (full submitted bid proposal with its attachments) must be provided of all tender documentation within the Bid envelope.</p> <p>These serve as the original sets of bid documents and form part of the contract. SANParks with the awarded bidder sign these original contracts in black ink. The signed legal contract constitutes the</p>	

	<p>closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract. These original document sets serve as the legal bid document and the contract document between the bidder and SANParks. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p> <p>Bids must be hand delivered or (if couriered) reach SANParks by no later than the specified closing date and time.</p>
RETURNABLE DOCUMENTS	
COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (STANDARD BIDDING DOCUMENTS)	
<p>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:</p> <ol style="list-style-type: none"> 1. Invitation to Bid (SBD 1) must be fully completed and signed 2. Submission of fully completed Pricing Schedule (SBD 3.1 Firm Price detail). 3. Submission of fully completed SBD 4 (Declaration of Interest). 4. Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit. 5. Submission of fully completed SBD 8 (Declaration of Bidders Past SCM Practice). 6. Submission of fully completed SBD 9 (Certificate of Independent Bid Determination). <p><i>BIDDERS ARE NOT ALLOWED TO CONTACT ANY OTHER SANPARKS STAFF IN THE CONTEXT OF THIS TENDER OTHER THAN THE INDICATED OFFICIAL UNDER SBD 1 ABOVE.</i></p>	
CENTRAL SUPPLIER DATABASE INFORMATION	
<p>Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. (Please provide proof of registration on the Central Supplier Database).</p>	
THE BIDDING SELECTION PROCESS	
EVALUATION PHASES	
	<p><u>Phase 1 – Compliance and Governance verification:</u></p> <p>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.</p>

Phase 2 – Pre-Qualifying Criteria

SANParks invites bidders who are in terms of Regulation 4 of the 2017 Preferential Procurement Regulations (PPR), B-BBEE contributor status **Level 1 – Level 4**

NB. A tender that fails to meet this pre-qualifying criteria will be declared an unacceptable tender.

Phase 3- Mandatory evaluation criteria

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 may lead to the bidder being disqualified, and not considered for further evaluation on the Price and Preference requirements.

Phase 4 – Functionality Evaluation

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

Qualification Threshold – Bidders must achieve 65% per the criteria for consideration to the phase (05) evaluation. Bidders who fail to comply with the set minimum threshold of 65% per the technical requirements will be eliminated and bidders who comply with the technical requirements will progress to phase (05) of the evaluation.

Phase 5 – Price/Preference Evaluation

Basis of competition and due diligence tests for reasonableness of price:

SANParks compares each bidder's pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bids pricing requirements.

SANParks conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered.

Where these due diligence tests reflect defective pricing or pricing outside of the fair market-related price range, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range as tested.

	<p>Where the winning bidder does not want to participate in the price negotiation or provide a fair market-related price, SANParks cancels the award and commences price negotiations with the second bidder in the price/preference ranking.</p> <p>Ranking of the bidders pricing:</p> <p>SANParks ranks the qualifying bids on price and preference points claimed in the following manner:</p> <p>Price – for bids qualifying for this stage, the lowest priced Bid receives the highest price score as set out in the Preferential Procurement Regulations of 2017;</p> <p>Preference - for bids qualifying for this stage, addition of the claimed preference points in the preference claim form (SBD6.1) where supported by a valid BBBEE certification to the price ranking scores.</p> <p>Award recommendation:</p> <p>SANParks nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.</p> <p>SANParks reserves the right not to award to the highest points scorer in accordance with S 2(1) (f) of the Act (PPPFA).</p> <p><u>Due Diligence Phase</u></p> <p>Where circumstances justifies it, SANParks reserves the right to conduct due diligence (interviews, presentations, site visits) with shortlisted bidders who meet the mandatory evaluation criteria, whereby bidders will present further information or provide further proof to the evaluation committee. In these cases, SANParks may provide the areas of concern to the short listed bidders to address in their presentations. Bidders will be evaluated on the below criteria and bidders who meet the below requirements will progress to the next phase of evaluation of price and preference.</p>
BID PROCEDURE CONDITIONS	
	<p><u>Counter Conditions</u></p> <p>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.</p>

	<p><u>Response Preparation Costs</u></p> <p>SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.</p> <p><u>Cancellation Prior To Awarding</u></p> <p>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 (in terms of the Preferential Procurement Regulations of 2017), or any process impropriety.</p> <p><u>Collusion, Fraud And Corruption</u></p> <p>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.</p> <p><u>Fronting</u></p> <p>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.</p>
	<p><u>DISCLAIMERS</u></p> <p>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 how so ever 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.</p> <p>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.</p> <p>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.</p>

Protection of Personal Information Act,4 of 2013 (POPIA)							
<p>SANParks adheres to the Protection of Personal Information Act, 4 of 2013 (POPIA) requirements regarding personal information which came into effect 1 July 2021.</p> <p>As SANParks, we are committed to protecting your privacy and ensuring that personal information collected is used properly, lawfully and transparently.</p>							
<p><u>INTENTION TO SELL</u></p> <table border="1"> <tr> <td>Is the bidder in the process of selling the bidding company?</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>Does the bidder have any intension of selling the bidding company within the next 12 months?</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>Does the bidder have any intension of selling the bidding company within the next 12 months to 60 months?</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>SANParks reserves the right not to award to any bidder who answers any of the questions above “yes” should the bidder be the overall highest points scorer. However the decision not to award will be on a case by case basis.</p>		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
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						
REASONS FOR DISQUALIFICATION							
<p>SANParks reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:</p> <ul style="list-style-type: none"> failed to provide proof that they are tax compliant with SARS (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply) submitted incomplete information and documentation according to the requirements of this RFB document; submitted information that is fraudulent, factually untrue or inaccurate information; received information not available to other potential bidders through fraudulent means; failed to comply with functionality requirements as stipulated in the RFB document; misrepresented or altered material information in whatever way or manner; promised, offered or made gifts, benefits to any SANParks employee; canvassed, lobbied in order to gain unfair advantage; committed fraudulent acts; and acted dishonestly and/or in bad faith etc. 							
FUNCTIONALITY/TECHNICAL EVALUATION							
<p>In this phase <u>All</u> bids that met all the requirements in terms of compliance and completeness of the submitted proposal per the above set of mandatory requirements will be evaluated as follows:</p> <p>Qualification Threshold – Bidders must achieve 65% per the criteria for consideration to the</p>							

phase (05) evaluation. Bidders who fail to comply with the set minimum threshold of 65% per the technical requirements will be eliminated and bidders who comply with the technical requirements will progress to phase (05) of the evaluation.

The following criteria and formula will be used to calculate points for the Functionality evaluation of the Tender:

Functionality criteria	Weight	Points	Maximum to be awarded
CRITERIA 1 Experience in Gate Access and Financial Control Services (collection, reconciliation and banking of entrance fees). This will be assessed by looking at the number of years the bidder has been in gate management services and the number of projects completed. <u>The bidders must provide the following evidence:</u> Referral letters or testimonials in respect of gate access and financial management together with copies of relevant gate management contracts and letters of appointment.	50	5	<ul style="list-style-type: none"> Less than 1 year experience = 1 Point. 1-2 years' experience = 2 Points. 2-3 years' experience = 3 Points. 3-4 years' experience = 4 points. Over 4 years' experience = 5 Points.
CRITERIA 2 Human Resources <ul style="list-style-type: none"> 3 x Full time Site Supervisors 1 x Full time Operations Manager For evaluation purposes provide CV's of the Operations Manager, and 6 site supervisors due to operational hours and to meet basic conditions of employment. Points will only be awarded upon evidence of relevant skills and qualifications.	30	5	1x Full time Site Supervisors – Matric plus 3 years' experience = 1 point 3 x Full time Site Supervisors – Matric plus 3 years' experience = 3 points 6 x Full time Site Supervisors – Matric plus 3 years' experience = 5 points
		5	1 x full time Operations Manager plus 1 years' experience= 1 Point 1 x full time Operations Manager plus 3 years' experience= 3 Points 1x Full time Operations Manager – National

			Diploma plus 5 years' experience = 5 points
<p>CRITERIA 3</p> <p>Capacity and capability of the bidder</p> <p>The bidder must have a fully-fledged operating company with building premises where the business is running human resources, has furniture, equipment and vehicles. A site visit may be conducted for shortlisted bidders only to verify this information. The information obtained will be used in calculating the final score for this sub criteria.</p> <p>The following documentation is needed:</p> <ul style="list-style-type: none"> Contingency Strategy – Indicate a contingency strategy going to be applied in case of Urgent delivery / Public Strike / Own Strike / Vehicle Breakdown / Festive Season. Proof of business address – municipal account or lease document. Bidder to have an office in Cape Town on award of contract. Asset Register confirmed or signed by the financial manager. Vehicle Registration certificates or Vehicle lease documents. 	20	5	<ul style="list-style-type: none"> Project plan (includes potential execution of the contract, its milestones and contingency plan) = 2 Points. Lease Document/ Municipal Account = + 1 Point. Asset Register = + 1 Point. Vehicle Registration Certificates = + 1 Point.

THE BID CONTRACT

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 mandate is to deliver of Conservation Mandate by Excelling in the Management of a National Park System.

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.

INTRODUCTION TO SANPARKS BUSINESS UNIT RESPONSIBLE FOR THIS BID

- Table Mountain National Park aims to be the pride and joy of SANParks. TMNP will be able to achieve this by developing and managing a system that represents the biodiversity, landscapes, and associated heritage assets of Cape Town for the sustainable use and benefit of all.
- A competitive bidding process will be embarked upon. It is also important for SANParks to assist Government in its key objective of socio-economic development, especially in rural areas, where many of the national parks are located.

CONTEXT OF THIS PROCUREMENT

The purpose of this bid is to invite prospective bidders to submit a proposal on the provision of gate admission services (includes access and financial controls) in Table Mountain National Park and West Coast National Park.

CONTRACT PERIOD

The duration of this contract will be for a period of five (5) years.

SPECIFICATIONS

SCOPE OF WORK

The service provider is required to:

- Provide the management and operational expertise to manage the admission/gate control at various sites in the Table Mountain National Park (TMNP) and West Coast National Park (WCNP).
- Advise SANParks on newest best practice gate management protocols and equipment. Management of the CCTV system, including daily supervisor's checks, downloading and monitoring, as well as reporting of incidents and faults.
- Locking and unlocking of gates, booms, offices, shutters, including lowering and raising of flags daily.
- Management of turnstiles counters and computer interface.
- Operate and manage dynamic informational signage i.e. FDI, funicular, tides, daily entry and exit signage, picnic site and beach full signage, advisory and traffic flow signage etc.
- Management of smoke dispensers, siren and access systems (doors, key pads etc.) into the strong room area.
- Management of battery back-up system and connection points. Operate and manage entry and exit booms, air extractors and public toilets.

- Manage entry for visitors staying in accommodation units as per the confirmation letter and park entry rules.
- Manage hikers and baggage for the Park Trails and co-ordination of information around support services, baggage collection and parking for the trails.
- Collect all associated, approved entrance and permit fees as communicated by SANParks in writing, annually and ensure that the annual approved tariffs are implemented and collected in full at all sites (via tills, POS and gate signage).
- Cash Notes to be checked for legal tender under UV Readers before acceptance.
- Control tourist bus entries, (where applicable) and physically count the number of paying passengers.
- Manage entry by all Wild Card, My Green Card and Activity permit holders.
- Manage permits issued by Park Management and certain other approved free or discounted entry.
- Reconcile and bank all fees received per shift per user on a daily basis including credit card transactions.
- Management of smart boxes, operation, function, repair, order and upgrading of the system.
- Management all electronic support equipment i.e. credit card machines, tills, POS, people counters, data transmission etc.
- Management of biometrics and security access systems (TMNP only).

DELIVERABLES

Services to be rendered at:

Site A

Cape of Good Hope (COGH)

- Four lanes – no less than one supervisor and three admission officers on duty between opening and closing times; with a fourth officer between 10h00 and 16h00 in the bus lane.
- 01Apr – 30Sep: 07h00 – 17h00
- 01Oct – 31Mar: 06h00 – 18h00

Boulders

- Three lanes – no less than one supervisor and two admission officers on duty between opening and closing times; with a third officer between 10h00 and 16h00
- 01 Dec – 31 Jan: 07h00 – 19h30
- 01Feb – 31 Mar: 08h00 – 18h30
- 01Apr – 31 Sep: 08h00 – 17h00
- 01Oct – 31 Nov: 08h00 – 18h30

Site B

Langebaan

- One lane – no less than one Admission Officer on duty at all times from opening to closing, with regular visits by a supervisor from the successfully appointed tenderer.
- 01Apr - 31Aug: 07h00 – 18h00

- 01Sep - 31Mar: 07h00 – 19h00

R27

- One lane – no less than one Admission Officer on duty at all times from opening to closing, with regular visits by a supervisor from the successfully appointed tenderer.
- 01Apr - 31Aug: 07h00 – 18h00
- 01Sep - 31Mar: 07h00 – 19h00
- Two admission officers on Friday, Saturday and Sunday.

OPERATIONAL AND FINANCIAL REQUIREMENTS

The service provider is required to:

- Conduct itself professionally. Each gate to be managed and operated with the same duty and care irrespective of turnover.
- Provide the best possible financial service to SANParks.
- Interact in the most user-friendly manner possible towards the many tourists and visitors to the Park.
- Operate the required hours per day, 365 days per annum and 366 days in leap years without interruption. The service provider is required to provide a seven days a week, 365 days (366 days in leap years) a year service during the times shown hereunder, which times may change at the discretion of the TMNP Park Management. In respect of the West Coast National Park the Park Management.
- Deploy staff who in appearance and demeanour, continuously strives towards highest expectations.
- Consistent implementation of Wild Card rules and policy as provided by the park.
- Consistent implementation of My Green Card and Activity permit rules as provided by the park for TMNP only.
- Take into account the nature of the tourist industry and its unique demands.
- Provide additional season staff for lane control, cleaning or relief during peak periods, as and when required.
- Participate in implementing a management control system for performance measurements, business development and the enhancement of the brand of the TMNP and WCNP.
- Provide the highest standard of service to visitors and principal alike.
- Provide financial accountability of the highest standard to ensure compliance with all relevant Public Sector legislation.
- Provide HR skills development programme that lays out how it deals with training staff particularly in the areas of customer care and conflict resolution including layout of uniform and protective clothing. HR Skills Development programme is to be submitted to Park Management annually in the form of a report.
- Account fully for revenue generated from entrance fees.
- Take full responsibility for all errors relating to gate entries.
- Compile statistics on a daily / weekly / monthly /annual basis for identified sites and in case of any system downtime.
- Blind Cash Counts to be done separate from P.O.S and Cash Register totals.

- Develop, implement and maintain manual systems as required by SANParks at all sites for back up.
- Submit timesheets with invoices.
- Sites without Smartboxes will do banking two times a week as approved by client.

The following Forms/Reports/ Reconciliations to be implemented and maintained:

- Daily Cash Ups,
- Z Reading Registers,
- Face Document Registers,
- Handing Over Register,
- Safe Register,
- Money/Strong Room register,
- Seal Register,
- Key register,
- Cash Deposit / Cash Collection Register,
- Analysis Book per Site
- Free Entry Register
- Bus Lane Register in case of system downtime for TMNP only.
- Bus Count Register for TMNP only.
- Float Register
- Monthly Financial Audit Reports for identified sites and system downtime.
- Weekly Income Report (Daily Cash Ups, Deposit Slips, Smart Box Deposits and POS system).
- Slips, Credit Card Slips, Audit Rolls, Z Reading Slips,
- Any other register as identified by SANParks or Service Provider.
- Conduct regular Audits independent from the Site Managers.
- End of day reports as per Plankton access system.

STAFFING REQUIREMENTS

- Staff must have relevant qualifications and experience to carry out the operational requirements of this contract as indicated in the evaluation criteria.
- CV's accompanied by copies of qualifications as outlined in the functionality evaluation sub criteria 2 to be provided to SANParks to evaluate tender.
- The successful service provider will be required to provide SAPS clearance certificates.
- Staff must be able to communicate (speak, read and write) fluently in English and be computer literate in at least the basic MS Office packages.
- Management and supervisors must additionally be able to understand and implement mathematical & financial computations and be computer literate in terms of database software packages.
- Where possible, staff are to be recruited from the Western Cape.
- Ensure that staff are appropriately motivated with comprehensive performance measurement systems that can be tailored to meet specific requirements.
- All staff of the service provider must undergo induction and refresher programmes.
- The service provider will be liable for losses caused by its employees.

- The service provider will be required to attend the opening of any so-called “tamper-box” to verify the sum uplifted by the cash-in-transit contractor.
- Staff reporting for duty must be suitably attired in the corporate uniform of the company and must be identifiable at all times.
- Staff must report 15 minutes before the gate opening times and confirm with relevant SANParks managers when all staff are on site.
- Staff to comply with government legislation and Policies including SANParks rules and regulations.
- Staff to comply with own company code of conduct which should be aligned with SANParks’ code of conduct.
- Service provider to ensure sufficient staff component to draw from to compensate for staff leave (annual, sick, compassionate, study, special) from any site to cover the site within a reasonable timeframe.

MEETINGS AND/OR REPORTING

- A responsible person(s) will be assigned to deal with the service provider per site. (PARK MANAGERS/ DELEGATED STAFF).

SPECIAL CONDITIONS OF CONTRACT

AGREEMENT

- Successful tenderers will be expected to enter into an Agreement with SANParks. The contract will include a Service Level Agreement. Where a tender is submitted which incorporates the tenderer’s standard conditions of tender/sale, such conditions shall be deemed to have been renounced by the tenderer.
- On award of contract the service provider in consultation with SANParks must develop a site specific Standard Operating Procedure on responsibility and staff behavior within 30 days. SOP to be signed by both parties involved.
- The successful tenderer must have an office in Cape Town upon award of the tender.

LIABILITY FOR LOSS OR DAMAGE

- SANParks shall in no way be liable for any loss or damage which may be sustained by the successful tenderer, his employees or any person through the handling or use of the tenderer’s equipment, nor shall SANParks be liable for accidents to the tenderer’s personnel or any person or property, so engaged, on SANParks’ property.
- The tenderer shall be responsible for repairs to SANParks’ property caused by the tenderer’s employees during the contract period.

INDEMNITY

- The successful tenderer shall be deemed to have indemnified SANParks and shall keep SANParks indemnified against all actions, proceedings, claims, demands, damages and expenses which may be levied

or made against SANParks, or which SANParks may sustain or incur by reason of any injury to persons or property, arising directly or indirectly out of any action by the successful tenderer or his agents in the execution of the tender.

INSURANCE

- For the purpose of securing SANParks against any claims which may be made against it under the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), tenderers shall, at their own expense, insure and keep all their employees insured by an insurance company, society or association licensed under the Compensation for Occupational Injuries and Diseases Act, to an amount or amounts sufficient to satisfy any or all claims for compensation which such persons or their dependants may make under the said Act or statutory amendments thereof.

PERIOD FOR WHICH TENDER HOLDS GOOD

- The submission to SANParks of a tender shall be deemed to constitute an agreement between the tenderer and SANParks, whereby such tender shall remain open for acceptance by SANParks for a period of 150 (**one hundred and fifty**) days from the closing date of the tender during which period the tenderer agrees not to withdraw the same or impair or derogate from its effect. The tenderer agrees that notwithstanding any negotiations that may take place during the period between the closing date and the date of award of the contract, the tender, as amended by such negotiations, shall not lapse and shall remain a valid offer capable of being accepted by SANParks. During this period, any written acceptance by SANParks will, subject to the terms of such written acceptance, result in a contract coming into existence between the tenderer and SANParks.

SOCIAL INVESTMENT

- It is brought to the tenderer's attention that SANParks is committed to the empowering of individuals and communities who have been previously disadvantaged. Gender equity, skills transfer and economic empowerment are principles that should govern the tenderer's approach to this tender.

SUBLETTING OF TENDERS

- No portion of a tender is to be sublet or assigned without the consent of SANParks.

BREACH OF A TENDER

- No alteration, amendment or variation to the conditions of this tender will be permitted. In the event of breach of any of the conditions of the tender SANParks has the right to terminate the tender without prejudice to any claim for damage.

TERMINATION CONDITIONS

- SANParks reserves the right to cancel the tender if any of the conditions are breached by the tenderer and not rectified within seven days of written notification.

TERMS AND CONDITIONS OF SPECIFICATION

- Due diligence review may be conducted before the awarding of the contract.
- If a tendering company is going to source the any services from a third party, they must provide a signed Commissioner of Oath letter signed by both Service providers confirming the approval to use their services/capacity/equipment/machinery.

RESPONSIBILITIES OF SANPARKS

- To provide the tendering company with pertinent information that will assist in submitting the tender.
- To give the tendering company access to the different facilities, should they require to do site inspection.
- Arrange Cash In Transit Services at Cape Point and Boulders.
- To provide gate management system.
- To provide training to the Service Provider on gate management system.

RESPONSIBILITIES OF THE BIDDER

The service provider will be liable for all normal administrative and operating costs including inter alia:

- Staff wages, salaries and conditions, including ad hoc and seasonal staff all in accordance with national legislation;
- Service Provider to provide relevant training to their staff;
- The acquisition and maintenance of staff clothing and uniform;
- Supplier will be responsible for administrative equipment. E.g. Laptop, Computer, telephone, faxes, stationery and reliable on site e-mail communication. Computer/Laptops/Printers in order to generate reconciliations and reports. Photocopier and photocopying costs;
- Consumables: including cleaning materials, stationery, till slips and sanitizer for operating gate access.
- Must have adequate Public Liability Insurance.
- Must have adequate Insurance for unbanked cash.
- Take full responsibility for admission management.
- Assist in establishing measures towards appropriate security of its staff while on duty.
- Responsible for the regular cleaning of the work areas and immediate surroundings. ☐ Clean the ablutions and provide consumables required e.g. cleaning materials and includes toilet paper, hand soap, hand towels and sanitizers at all rest rooms located in the premises for both visitors and staff forming part of this Agreement, excluding Boulders.

- Liaise and facilitate access and exit control with emergency services, law enforcement, park residents and service providers.
- Responsible for reporting and arranging the maintenance of all access control equipment related to the admission/gate control of visitors into the park as well as any equipment related to the administrative process that the service provider need to undertake.
- Breakages and Damages as a result of neglect by the operator will be repaired at the contractors cost.
- Be aware of all events taking place within the relevant sections of the TMNP and WCNP.
- Provision of Float to the sites.
- Provision of safes for the float.
- Cell Phone at each gate in event of Communications Failure.
- Exercise responsible banking practice at identified sites.
- In case of strike and labour unrest the service provider is required to make the necessary provisions including Cape Point and Boulders.
- Service provider to submit an all-inclusive operating manual within 30 days of the contract award date.
- Operating manual must be approved and signed by both parties.
- Operating manual to be available on-site at all times.
- Service provider(s) must familiarise themselves with the sites that need services in terms of geographical locations.

Bidder to have an office in Cape Town on award of contract.

SBD 3.1: FIRM PRICING DETAIL

SBD 3.1 - Pricing Schedule for the Duration of the Contract

BID PRICE IN RSA RAND

Price quoted is South African Rands in terms of General Conditions of contract clause 16.4 and shall be included in the SBD3.1.

PRICE QUOTATION BASIS

Price quoted is fully inclusive of all costs including disbursements and other overheads, delivery to the specified SANParks Business Unit geographical address and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies.

PRICE PER DELIVERY POINT

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

DETAIL PRICING SUPPORT

Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided with reference to such included in this SBD3.1.

PRICE CHANGES

Price changes whether as a result of CPI, PPI, extensions or expansions will be allowed in terms of the signed contract by both parties.

APPLICATION OF PREFERENCE POINTS

Pricing is subject to the addition of Preference Points as stipulated - Standard Bidding Document 6.1 Preference claim form.

<u>NO</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u> (per person)	<u>PER MONTH</u>
1	12	Admission officers	Monthly rate		
2	3	Site supervisor	Monthly rate		
3	1	Operations Manager	Monthly rate		
4		Additional/ seasonal staff	Hourly rate		
5		Operating Cost: Normal Admin plus Operating Cost Budget. See cost responsibilities of bidder.	Monthly rate		

Total Cost is determined by multiplying quantity by unit price. Note staffing requirements and hours of work on page 16 and 18.

**TOTAL COSTED VALUE OF ABOVE
(ALL INCLUSIVE OF APPLICABLE
TAXES) FOR THE CONTRACT
PERIOD**

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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	<p>1. Definitions - The following terms shall be interpreted as indicated:</p> <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</p>
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		charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11.		"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12.		"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13.		"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14.		"GCC" mean the General Conditions of Contract.
1.15.		"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16.		"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17.		"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18.		"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19.		"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20.		"Project site" , where applicable, means the place indicated in bidding documents.
1.21.		"Purchaser" means the organization purchasing the goods.
1.22.		"Republic" means the Republic of South Africa.
1.23.		"SCC" means the Special Conditions of Contract.
1.24.		"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training,

	<p>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>
GCC2	2. Application
	<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	3. General
	<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	4. Standards
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	5. Use of contract documents and information
	<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</p>

	<p>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	6. Patent rights
	<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	7. Performance security
	<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	8. Inspections, tests and analyses
	<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</p>

	<p>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	9. Packing
	<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	10. Delivery and Documentation
	<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
	<p>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.</p>
GCC12	12. Transportation
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
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> <p>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>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</p> <p>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> <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</p>

	<p>manufactured or distributed by the supplier:</p> <p>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</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>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</p> <p>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.</p>
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 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.</p>
GCC18	18. Contract amendment
	<p>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.</p>
GCC19	19. Assignment
	<p>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.</p>
GCC20	20. Subcontract
	<p>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</p>
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</p>

	<p>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 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</p>

	<p>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 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>
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GCC24	24. Anti-dumping and countervailing duties and rights
	<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 amount which may be due to him</p>
GCC25	25. Force Majeure
	<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	26. Termination for insolvency
	<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	27. Settlement of disputes
	<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</p>

	<p>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	28. Limitation of liability
	<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</p>

	<p>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
	<p>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.</p>
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>
	Contracted Party Due Diligence

	<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 contracted 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-licence 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> <ul style="list-style-type: none"> (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 (b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier. <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</p>

	<p>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 service 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

	<p>order and the recipient shall inform SANParks of such requirement prior to any disclosure.</p> <p>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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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.</p>
PREFERENCE POINTS CLAIMED (SBD 6.1)	
	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
	<p>This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution</p> <p>NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.</p>
	<p>1. GENERAL CONDITIONS</p> <p>1.1. The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and <p>1.2.</p> <ul style="list-style-type: none"> 1.2.1. The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or 1.2.2. The 80/20 preference point system will be applicable to this tender

<p>1.2.3. The 80/20 preference point system will be applicable to this tender</p> <p>1.3. Points for this bid shall be awarded for:</p> <p>1.3.1. Price; and</p> <p>1.3.2. B-BBEE Status Level of Contributor.</p> <p>1.4. The maximum points for this bid are allocated as follows:</p>	
	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
<p>1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.</p> <p>1.6. SANParks reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by SANParks.</p> <p>2. DEFINITIONS</p> <p>2.1. “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;</p> <p>2.2. “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;</p> <p>2.3. “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;</p> <p>2.4. “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);</p> <p>2.5. “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;</p> <p>2.6. “Functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.</p> <p>2.7. “prices” includes all applicable taxes less all unconditional discounts;</p> <p>2.8. “proof of B-BBEE status level of contributor” means:</p> <p>2.8.1. B-BBEE Status level certificate issued by an authorized body or person;</p> <p>2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;</p> <p>2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;</p>	

2.9. “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.10. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1. B-BBEE Status Level of Contributor:=(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
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7.1.1. If yes, indicate:

7.1.1.1. What percentage of the contract will be subcontracted.....%

7.1.1.2. The name of the sub-contractor.....

7.1.1.3. The B-BBEE status level of the sub-contractor.....

7.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
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7.1.1.5. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

	<p>8. DECLARATION WITH REGARD TO COMPANY/FIRM</p> <p>8.1. Name of company/firm:</p> <p>8.2. VAT registration number:</p> <p>8.3. Company registration number:.....</p> <p>8.4. TYPE OF COMPANY/ FIRM</p> <p><input type="checkbox"/> Partnership/Joint Venture / Consortium</p> <p><input type="checkbox"/> One person business/sole propriety</p> <p><input type="checkbox"/> Close corporation</p> <p><input type="checkbox"/> Company</p> <p><input type="checkbox"/> (Pty) Limited</p> <p>[TICK APPLICABLE BOX]</p> <p>8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>8.6. COMPANY CLASSIFICATION</p> <p><input type="checkbox"/> Manufacturer</p> <p><input type="checkbox"/> Supplier</p> <p><input type="checkbox"/> Professional service provider</p> <p><input type="checkbox"/> Other service providers, e.g. transporter, etc.</p> <p>[TICK APPLICABLE BOX]</p> <p>8.7. Total number of years the company/firm has been in business:</p> <p>8.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:</p> <p>8.8.1. The information furnished is true and correct;</p> <p>8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;</p> <p>8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;</p> <p>8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –</p>
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	<p>8.8.4.1. disqualify the person from the bidding process;</p> <p>8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</p> <p>8.8.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;</p> <p>8.8.4.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and</p> <p>8.8.4.5. Forward the matter for criminal prosecution.</p>				
	<table border="1"> <tr> <td data-bbox="236 660 837 952"> <p>WITNESSES</p> <p>1.</p> <p>2.</p> </td> <td data-bbox="837 660 1441 952"> <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> </td> </tr> </table>	<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p>		
<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p>				
<p style="text-align: center;">SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION</p>					
	<p>I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by SANParks, do hereby make the following statements that I certify to be true and complete in every respect:</p> <table border="1"> <tr> <td data-bbox="236 1209 1441 1288">I have read and I understand the contents of this Certificate;</td> </tr> <tr> <td data-bbox="236 1288 1441 1411">I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;</td> </tr> <tr> <td data-bbox="236 1411 1441 1534">I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;</td> </tr> <tr> <td data-bbox="236 1534 1441 1657">Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;</td> </tr> </table> <p>For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:</p> <p>a) Has been requested to submit a Bid in response to this Bid invitation;</p> <p>b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and</p>	I have read and I understand the contents of this Certificate;	I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;	I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;	Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;
I have read and I understand the contents of this Certificate;					
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;					
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;					
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;					

	<p>c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder</p>	
	<p>The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.</p>	
	<p>In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p> <ul style="list-style-type: none"> a) Prices; b) Geographical area where product or service will be rendered (market allocation); c) Methods, factors or formulas used to calculate prices; d) The intention or decision to submit or not to submit, a Bid; e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or f) Bidding with the intention not to win the Bid. 	
	<p>In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.</p>	
	<p>The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.</p>	
	<p>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</p>	
<p>SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES</p>		
	<p>Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing</p>	<p>YES / NO</p>

business with the public sector? If Yes, furnish particulars as an attached schedule:	
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	YES / NO
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	YES / NO
Was any contract between the Bidder and any SANParks terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	
SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT	
<p>Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-</p> <ul style="list-style-type: none"> - the bidder is employed by the state; and/or - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid. <p>2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</p> <p>2.1 Full Name of bidder or his or her representative:</p> <p>2.2 Identity Number:</p>	

2.3	Position occupied in the Company (director, trustee, shareholder ²):		
2.4	Company	Registration	Number:
		
2.5	Tax Reference Number:		
2.6	VAT Registration Number:		
2.6.1	The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.		
	¹ "State" means – <ul style="list-style-type: none"> (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); (b) any municipality or municipal entity; (c) provincial legislature; (d) national Assembly or the national Council of provinces; or (e) Parliament. 		
	² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.		
2.7	Are you or any person connected with the bidder YES / NO presently employed by the state?		
2.7.1	If so, furnish the following particulars:		

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person

connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where applicable, may result in the
disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
2.9.1	If so, furnish particulars.	
	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES/NO

2. 10.1 If so, furnish particulars.

.....

.....

.....

Do you or any of the directors / trustees / shareholders / members

YES/NO

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

1. 1 1.1 If so, furnish particulars:

.....

.....

.....

FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

BID SUBMISSION CERTIFICATE FORM

	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to SANParks in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.		
	My offer remains binding upon me and open for acceptance by SANParks during the validity period indicated and calculated from the closing time of Bid Invitation.		
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:		
	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation	

			inclusive of any annexures thereto
		Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached CSD / Tax clearance letter where applicable
		Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
		Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and supported by a valid BBBEE certificate that has been certified as either copy or original.	
		Declaration of Bidder's past SCM practice (SBD 8)	General Conditions of Contract and special/additional conditions of contract as set out in this document
		NIPP Obligations (SBD 5) where applicable	Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard where applicable
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; 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.		
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.		
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.		
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5 where applicable, SBD8, SBD9) is correct and I accept that SANParks may reject the Bid or act against me should these declarations prove to be false.		
	I confirm that I am duly authorised to sign this offer/ bid response.		
NAME (PRINT)			
CAPACITY			
SIGNATURE			

Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	

