



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-036-20

CLOSING DATE:

19 November 2021

CLOSING TIME: 11:00

DESCRIPTION

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR FRIENDS OF SANPARKS
IN RELATION TO THE ACCELERATION OF RESOURCE MOBILISATION WITHIN
SANPARKS FOR A PERIOD OF THREE (03) 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.				
No late submissions will be accepted.				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Charmaine Muzwayine		CONTACT PERSON	Nthabiseng Moeletsi
TELEPHONE NUMBER	0124265225		TELEPHONE NUMBER	0124265034
E-MAIL ADDRESS	Charmaine.mzwayine@sanparks.org		E-MAIL ADDRESS	Nthabiseng.moeletsi@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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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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.

<p>2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.8 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>	
<p>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.</p> <p>SIGNATURE OF BIDDER:</p> <p>CAPACITY UNDER WHICH THIS BID IS SIGNED:</p> <p>(Proof of authority must be submitted e.g. company resolution)</p> <p>DATE:.....</p>	
<p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A WRITTEN CONTRACT WITH SANParks</p>	
<p>BID VALIDITY</p>	
<p>Validity Period From Date Of Closure:</p>	<p>150 days</p>
<p>The tender proposal must remain valid for at least 150 days after the tender due date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period of one hundred and fifty (150) days after closing date.</p>	
<p>CORRESPONDENCES</p>	
<p>QUERIES</p>	<p>Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFP 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.</p>
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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

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).**

A **digital version on USB/Memory stick** containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope.

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 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.

Bids must be hand delivered or (if couriered) reach SANParks by no later than the specified closing date and time. Tenderers should ensure that tenders are delivered before the closing date and time to the correct address. If the tender is late, it will not be accepted for consideration.

RETURNABLE DOCUMENTS

COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS

(Standard Bidding Documents)

The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:

1. Invitation to Bid (SBD 1) must be fully completed and signed
2. Submission of fully completed SBD 4 (Declaration of Interest).
3. Submission of fully completed SBD 8 (Declaration of Bidders Past SCM Practice).
4. Submission of fully completed SBD 9 (Certificate of Independent Bid Determination).

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

MANDATORY EVALUATION PHASE

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

- The bidder must provide proof that they belong to the Southern Africa Institute of Fundraising (SAIF) or other fundraising regulatory bodies.

FUNCTIONALITY/TECHNICAL 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 70% in terms of the criteria for consideration to the next phase of evaluation. Bidders who fail to comply with the set minimum threshold of 70% in terms of the technical requirements will be eliminated and bidders who comply with the technical requirements will progress to the next phase.

The criteria and formula will be used to calculate points for the Functionality evaluation of the Tender will be found in **Annexure A** of this document.

THE BIDDING SELECTION PROCESS

EVALUATION PHASES

Phase 1 – Compliance and Governance verification:

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.

Phase 2- 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 3 – 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 70% in terms of the criteria for consideration to the next phase of evaluation. Bidders who fail to comply with the set minimum threshold of 70% per the technical requirements will be eliminated and bidders who comply with the technical requirements will progress to the next phase

Phase 4 – Price Evaluation

Basis of competition:

Bidders are to note they are **not** required to submit a detailed SBD 3 pricing quotation/offer for this bid as it is an income generating bid and bidders' prices will be based on the **10%** profit percentage fee, meaning as SANParks, the final price or cost will be based on the 10% commission of the total amount raised.

Award recommendation:

Awarding of tenders will be published on the National Treasury e-tender portal or SANParks' website. No regret letters will be sent out.

	<p>NB: It is essential that a bidder be tax compliant. No competitive bids shall be awarded to businesses or persons who are not tax compliant.</p> <p>Only bidders that meet the technical/functional criteria requirements will be awarded to be part of the panel.</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 bidders who achieved the minimum 70% threshold for functionality, whereby a bidder 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 bidder to address in their presentations.</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 objectively 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 e-Tender 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>					
	<p style="text-align: center;">Protection of Personal Information Act,4 of 2013 (POPIA)</p>					
	<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" data-bbox="244 1883 1441 2045"> <tr> <td data-bbox="244 1883 1190 1966">Is the bidder in the process of selling the bidding company?</td> <td data-bbox="1190 1883 1441 1966"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td data-bbox="244 1966 1190 2045">Does the bidder have any intension of selling the bidding company within the</td> <td data-bbox="1190 1966 1441 2045"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table>		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	<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	<input type="checkbox"/> YES <input type="checkbox"/> NO					

	next 12 months?	
	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
<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>		
<h2 style="text-align: center; color: green;">REASONS FOR DISQUALIFICATION</h2>		
<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"> • Bidder whose tax matters are not in order (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. 		
<h2 style="text-align: center; color: green;">THE BID CONTRACT</h2>		
<h3 style="text-align: center; color: green;">INTRODUCTION TO SANPARKS</h3>		
<p>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.</p>		
<p>Our vision is to have a world class system of sustainable National Parks reconnecting and inspiring society.</p>		
<p>Our mandate is to deliver of Conservation Mandate by Excelling in the Management of a National Park System.</p>		

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

The Resource Mobilization and Partnerships Department positions the South African National Parks (SANParks) as the first port of call for donor funding and partnerships in support of sustainable management of conservation, diverse and responsible tourism and socio-economic transformation.

CONTEXT OF THIS PROCUREMENT

Appointment of a panel of service providers for Friends of SANParks in relation to the acceleration of resource mobilisation within SANParks for a period of three (03) years.

CONTRACT PERIOD

The contract will be for a period of three (03) years

SPECIFICATIONS

SCOPE OF WORK

- Assist SANParks on the necessary technical expertise in terms of strategically positioning the organization through key partnerships and customised communications programme
- Assist SANParks with expertise on the required resource mobilisation drive through a panel of strategic partners
- Assist SANParks in the development of funding proposals and bankable business cases in order to raise donations & Sponsorships from local and international donors
- Assist SANParks through donor engagement at local and international levels to support SANParks projects and programmes
- Assist in researching potential donors and identification of appropriate approaches to establish and nurture donors
- Employ best practice on mobilizing new donor sources and funding streams
- Participate in SANParks resource mobilisation Events as and when deployed by SANParks
- Bidders will receive 10% commission based on cash donations / sponsorships only on funds they have raised, no commission will be paid for in-kind donations or third party referrals.

DELIVERABLES

- Bidders are expected to raise funds in a form of donations and sponsorships on behalf of SANParks.
- Bankable business funding proposals to donors / sponsors.

RESPONSIBILITIES OF THE SERVICE PROVIDER

- Bidders are to adhere to the SANParks policies and procedures in raising funds.
- Bidders are expected to advise SANParks of any changes of the Project Management Team.
- Bidders are expected to get prior approval from SANParks to engage with sponsors / donors.

RESPONSIBILITIES OF SANPARKS

- SANParks will support bidders in the fundraising process.
- SANParks will provide guidelines and procedures on how to raise funds.

MEETINGS AND/OR REPORTING

- Bidders will be expected to submit quarterly reports to SANParks.
- Bidders will be expected to submit reports to donors / sponsors, within three (03) after the completion project.
- Bidders will be expected to attend meetings as and when required.

PERCENTAGE COMMISSION FEE OFFER

Pricing Schedule for the Duration of the Contract

BID PRICE IN RSA RAND

As this tender will be evaluated through mandatory and technical requirements, the bidder will not be required to bid a price. However, the bidder needs to accept the following commission percentage:

- Bidders are to note that SANParks is looking to appoint a Panel of service providers. Bidders are **not** required to submit a detailed SBD 3 pricing quotation/offer for this bid as it is an income generating bid and bidders will be paid **10%** commission fee, meaning that SANParks, will pay appointed bidders a **10%** commission of the total funding generated by a specific bidder quarterly.

Disbursements must be calculated considering the below when submitting responses.

NOTE:

- No kilometre claims will be allowed between the service provider's office and the SANParks head office. SANParks head office will be regarded as the office of workplace for the duration of the contract.
- Accommodation will be provided in parks and will be arranged through the fundraising function. Where accommodation is not available, the service provider will arrange own accommodation in close proximity of the park to be visited.

ANNEXURE A: FUNCTIONALITY/TECHNICAL CRITERIA

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 70% in terms of the criteria for consideration to the next phase of evaluation. Bidders who fail to comply with the set minimum threshold of 70% per the technical requirements will be eliminated and bidders who comply with the technical requirements will progress to the next phase

No	Functionality criteria	Weighting factors	Points	Documents to be submitted for evaluation purposes	Points allocation
1	Fundraising Experience	50	4	Past fundraising projects and number of years in fundraising business Bidders are to submit the following documents as evidence: <ul style="list-style-type: none"> • Company profile with Reference Letters on company letterhead indicating the number of projects completed in the past in fundraising business and number of years the work was conducted. 	1 = no experience in fundraising
					2 = Less than two years' experience in fundraising business.
					3 = between 2-3 years' experience in fundraising
					4= more than three years' experience in fundraising.

No	Functionality criteria	Weighting factors	Points	Documents to be submitted for evaluation purposes	Points allocation
2	Human Capital Management Resource of the proposed team to SANParks	25	4	<p>CV of Team Leader or Project Manager and other critical staff members:</p> <p>Bidder to submit the following:</p> <p>A minimum of 4 Years' experience in relation to the scope of work (Fundraising / Resource Mobilization and Partnership) of the Team Leader.</p> <p>Please enclose CV's of the Team Leader as well as core team members' experience</p>	1 = 1 – 2 years' experience in fundraising or resource mobilization of the Team Leader
					2 = 3 years' experience in fundraising or resource mobilization of the Team Leader.
					3 = 4 years' experience in fundraising or resource mobilization of the Team Leader.
					4 = more than 5 years' experience in fundraising or resource mobilization of the Team Leader.
3	Methodology in Fundraising	25	4	<p>Bidder must provide a detailed methodology in the approach of executing the project to SANParks which outlines the following:</p> <ul style="list-style-type: none"> Fundraising approach indicating key activities, milestones and deliverables 	1 = No Methodology submitted
					2 = The methodology is poorly described and/or does not provide any information regarding the relevant aspects of the project.
					3 = The methodology is very briefly described and provides average information regarding the relevant aspects of the project.
					4 = The methodology is comprehensive and meets the requirements and provides information regarding the relevant aspects of the project and has comprehensive information.

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 charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or</p>
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	<p>1.13. revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. “GCC” mean the General Conditions of Contract.</p> <p>1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. “Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site”, where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
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 e-Tender 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 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 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>7.3.3 The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	<p>8. Inspections, tests and analyses</p> <p>8.1 All pre-bidding testing will be for the account of the bidder. 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>8.2 If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.3 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>8.4 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>8.5 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>8.6 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>

	8.7	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.
GCC9	9. Packing	
	9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the 13.1 contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	10. Delivery and Documentation	
	10.1	This gate is electronically controlled and security has to control all people who use this. It is however used during the day for delivery vehicles to gain access through. Staff who use entry gate must use their biometric access at all the time, if they don't have access, alternative gate will be through Main entrance.
GCC11	11. Insurance	
	11.1	The service supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	12. Transportation	
	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. Incidental services	
	13.1	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.
GCC14	14. Spare parts	
	14.1.	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or

		<p>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 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</p>

		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.
GCC22	22. Penalties	
	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	23. Termination for default	
	23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
	23.2	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;
	23.2.1	If the Supplier fails to perform any other obligation(s) under the contract; or
	23.2.2	If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
	23.3	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
	23.4	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.
	23.5	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?
	23.6	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>23.7</p> <p>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>23.7.1 The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.7.2 The date of commencement of the restriction</p> <p>23.7.3 The period of restriction; and</p> <p>23.7.4 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>23.8</p> <p>If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	24. Anti-dumping and countervailing duties and rights
	<p>24.1</p> <p>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</p> <p>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</p> <p>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 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, 27.5.1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	28 Limitation of liability
	<p>26.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 26.1.1 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 26.1.2 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	27 Governing language
	<p>27.1 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	28 Applicable law
	<p>28.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	29 Notices
	<p>29.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>29.2 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	30 Taxes and duties
	<p>30.1 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>30.2 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>30.3 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	31 National Industrial Participation Programme
	<p>31.1 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	32 Prohibition of restrictive practices
	<p>32.1 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>32.2 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>32.3 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)</p>

	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> <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 forms that SANParks,</p>

	<p>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 order and the recipient shall inform SANParks of such requirement prior to any disclosure. <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;

	<p>(b) All written transcripts of confidential information disclosed verbally by the SANParks; and</p> <p>(c) All material embodiments of the contract intellectual property.</p> <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>
<p>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>
	<p>I have read and I understand the contents of this Certificate;</p>
	<p>I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;</p>
	<p>I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;</p>
	<p>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>
	<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> <ul style="list-style-type: none"> a) Has been requested to submit a Bid in response to this Bid invitation; b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
	<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);

	<p>c) Methods, factors or formulas used to calculate prices;</p> <p>d) The intention or decision to submit or not to submit, a Bid;</p> <p>e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or</p> <p>f) Bidding with the intention not to win the Bid.</p>	
	<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 align="center">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 business with the public sector? If Yes, furnish particulars as an attached schedule:</p>	<p>YES / NO</p>
	<p>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:</p>	<p>YES / NO</p>
	<p>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:</p>	<p>YES / NO</p>
	<p>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:</p>	<p>YES / NO</p>
<p>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.</p>		

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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-

- 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.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

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 –

(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
the appropriate authority to undertake remunerative
work outside employment in the public sector?

YES / NO

2.7.2.1	If yes, did you attached proof of such authority to the bid document?	YES / NO
	<u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</u>	
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

2.9.1If so, furnish particulars.

.....
.....
.....

Are you, or any person connected with the bidder, **YES/NO**
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?

2. 10.1If 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

General Conditions of Contract and special/additional

	(SBD 8)	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		