



# South African NATIONAL PARKS

## INVITATION TO BID (SBD 1 PART A)

|  |   |               |                  |                        |
|--|---|---------------|------------------|------------------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN NATIONAL PARKS |   |               |                  |                        |
| BID NUMBER:  | GNP-028-22  | CLOSING DATE: | 09 December 2022 | CLOSING TIME:<br>11H00 |
| DESCRIPTION  | APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN DEVELOPMENT AND THE INSTALLATION OF THE DISPLAY & EXHIBITION FOR THE DINOSAUR INTERPRETATION CENTRE IN GOLDEN GATE HIGHLANDS NATIONAL PARK |               |                  |                        |

|  |   |  |  |
|--|---|--|--|
|  | <b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:</b>   |  |  |
|  | <b>SANParks, 643 LEYDS STREET, MUCKLENEUK, PRETORIA, 0002 (MAIN ENTRANCE GATE)</b>  |  |  |
|  | (The Tender Box is open 24/7) Please complete the tender register at the Security Office and ensure that parcels are correctly directed to the Tender Box |  |  |

|   |  |  |  |  |
|---|--|--|--|--|
|   |  |  |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b> |  |  | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |  |
| CONTACT PERSON  | Garret Kobe  |  | CONTACT PERSON                                 | Cornie Jonker  |
| TELEPHONE NUMBER                                      | 012 426 5132   |  | TELEPHONE NUMBER                               | 012 426 5303   |
| E-MAIL ADDRESS  | <a href="mailto:Garret.kobe@sanparks.org">Garret.kobe@sanparks.org</a> |  | E-MAIL ADDRESS                                 | <a href="mailto:Cornie.Jonker@sanparks.org">Cornie.Jonker@sanparks.org</a> |
| <b>SUPPLIER INFORMATION</b>                           |  |  |  |  |
| 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<br>LEVEL<br>VERIFICATION<br>CERTIFICATE  | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes<br><input type="checkbox"/> No | B-BBEE<br>STATUS<br>LEVEL<br>SWORN<br>AFFIDAVIT   | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes<br><input type="checkbox"/> No      |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBEE]</b>  |   |   |   |
|  |   | 2.2 ARE YOU A<br>FOREIGN BASED<br>SUPPLIER FOR<br>THE<br>GOODS<br>/SERVICES<br>/WORKS<br>OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES, ANSWER<br>PART B:3 ] |
| 2.1 ARE YOU<br>THE<br>ACCREDITED<br>REPRESENTATIVE<br><b>VE IN SOUTH<br/>AFRICA FOR<br/>THE GOODS<br/>/SERVICES<br/>/WORKS<br/>OFFERED?</b>  | [IF YES ENCLOSE PROOF]  |   |   |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |   |   |   |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?<br><input type="checkbox"/> NO <input type="checkbox"/> YES  |   | YES   |   |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?<br><input type="checkbox"/> NO <input type="checkbox"/> YES  |   | YES   |   |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?<br><input type="checkbox"/> NO <input type="checkbox"/> YES   |   | YES   |   |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?<br><input type="checkbox"/> NO <input type="checkbox"/> YES  |   | YES   |   |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?<br><input type="checkbox"/> NO <input type="checkbox"/> YES  |   | YES   |   |
| <b>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.</b> |   |   |   |
|  |   |   |   |

| <b>PART B</b><br><br><b>TERMS AND CONDITIONS FOR BIDDING</b>   |  |
|--|--|
| <b>1. BID SUBMISSION:</b>  |  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |  |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |  |
| 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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR AN SLA.</b>   |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |  |

|  |  |
|--|--|
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A WRITTEN CONTRACT WITH SANParks</b> |  |
| Validity Period From Date Of Closure:  | <b>150 days</b>  |
| <b>PRE-QUALIFICATION CRITERIA</b>  |  |
| PRE-QUALIFYING CRITERIA  | No pre-qualification criteria set for the bid  |
| <b>COMPULSORY BRIEFING SESSION</b>   | Date: 22 November 2022 <b>at 11H00</b>   |
|  | <u>Venue:</u> Dinosaur Centre, Golden Gate Highlands National Park, Clarens in the Free State Province   |
|  | <b>Contact Details:</b> <a href="mailto:Cornie.Jonker@sanparks.org">Cornie.Jonker@sanparks.org</a><br><br>Work: 012 426 5303<br>Cell: 082 673 3061 |



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|   |   |                 |
|---|---|-----------------|
| <b>SBD 1 SIGNATURE</b>  |   |                 |
| <b>NAME OF THE DULY AUTHORISED PERSON:</b>  |   |                 |
| <b>SIGNATURE:</b>   |   |                 |
| <b>DATE:</b>  |   |                 |
| <b>CAPACITY UNDER WHICH THIS BID IS SIGNED:</b>   |   |                 |
| <b>SETS OF BID DOCUMENTS REQUIRED:</b>  |   |                 |
|   | Number of <b>ORIGINAL</b> bid documents for contract signing (Hard Copy Format)             | <b>TWO (02)</b> |
|   | Number of <b>Original</b> bid documents on Flash Drive/USB/Memory Stick (Electronic Format) | <b>ONE (01)</b> |
| <p>Bidders must submit the above number of original bid documents (including the bidder's response to the specification and the bidder's pricing) in <b>hard copy format</b> (paper document) and a copy of the bid document on a <b>memory stick</b> to SANParks. 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 copies of certificates of qualifications stipulated in this document to these original sets of bid documents.</p> |   |                 |
| <b>RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION</b>  |   |                 |
| <p><i>In this phase <b>ALL</b> bids received will be verified for <b>compliance</b> and <b>completeness</b> of the submitted proposal per the below set of mandatory requirements. Bidders who fail to comply with the below requirements <b>MAY</b> be eliminated and bidders who comply with the below progress to the next phase of technical evaluation.</i></p>  |   |                 |

## MINIMUM RETURNABLE DOCUMENTS: COMPLIANCE AND COMPLETENESS CRITERIA

- Invitation to Bid (SBD 1) must be fully completed
- Submission of fully completed Pricing Schedule SBD 3.1: Firm Prices
- Submission of fully completed SBD 4 (Declaration of Interest)
- Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers or a certified copy of a Sworn Affidavit by the Commissioner of Oaths.
- Submission of fully completed SBD 8 (Declaration of Bidders Past SCM Practice)
- Submission of fully completed SBD 9 (Certificate of Independent Bid Determination)
- Proof of Registration on Central Supplier Database
- Joint Venture agreement (if applicable)

## THE BIDDING SELECTION PROCESS

### **Stage 1 – Compliance to submission requirements**

Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals as set out in the Returnable Document List.

### **Stage 2 – Mandatory Requirements**

Bidders meeting all the mandatory requirements will pass to functionality evaluation stage.

### **Stage 3 – Compliance with functionality requirements**

Bidders making the minimum evaluation score **(70%)** will pass to the price/preference stage

### **Stage 4 – 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. 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.

**Ranking of the bidders pricing:**

SANParks ranks the qualifying bids on price and preference points claimed in the following manner:

**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;

**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.

**Award recommendation:**

SANParks nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

SANParks reserves the right not to award to the highest points scorer in accordance with S 2(1) (f) of the Act (PPPFA).

**Due Diligence Phase**

Where circumstances justify it, SANParks reserves the right to conduct due diligence (interviews, presentations, site visits) with shortlisted bidders who meet the minimum qualifying score on the functionality phase 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.

## BID PROCEDURE CONDITIONS:

### **Counter Conditions**

SANParks draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

### **Two Envelope System Required for Technical and Pricing**

The objective is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased.

The first envelope (first secured PDF) holds all documents excluding the SBD 3 (price summary schedule) and detailed supporting pricing documentation. The second envelope (second secured PDF) holds the SBD 3 and the detailed supporting pricing documentation. An outer envelope encloses both envelopes.

SANParks only opens the technical proposal at the evaluation stage and only opens the pricing proposal for those bidders who meet the predefined threshold at the proposal evaluation.

### **Response Preparation Costs**

SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

### **Cancellation Prior To Awarding**

SANParks reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range (in terms of the Preferential Procurement Policy Framework Act 2017 Regulations), or any process impropriety.

### **Collusion, Fraud And Corruption**

Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

### **Fronting**

SANParks, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SANParks establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist? Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SANParks may have against the bidder concerned.

**DISCLAIMERS**

SANParks has produced this document in good faith. SANParks, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SANParks is permitted by law, SANParks will not be liable for any claim whatsoever and 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.

**INTENTION TO SELL**

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

SANParks reserves the right not to 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.

## THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE

**Bidders are not eligible for the Price and Preference scoring stage where they score less than the minimum threshold [70%] prescribed**

**for functionality.** SANParks promotes the concept of “best value” in the award of contracts, as opposed to merely looking for the cheapest price, which does not necessarily provide the best value. Best value incorporates the expertise, experience and technical proposal of the organisation and individuals who will be providing the service and the organisational capacity supporting the project team. The minimum functional threshold will be **70%**. The weights per criteria and score for responses are included in the functionality criteria.

Bidders making the minimum evaluation weighted score of 350 out 500 or 70% will pass to the price/preference stage. The formula to calculate the % functionality is:  $\% = \text{Weighted score} / (100 * 5) * 100$ . The functionality criteria & scoring is presented in the table below.

Please note that SANParks acknowledges the nature of the exhibition design industry for natural and cultural heritage exhibitions and previous work of the companies in a Joint Venture will be considered during scoring.

Any bidder who does not meet the minimum threshold will not proceed to the Price and Preference Stage of evaluation.

| <b><u>No</u></b> | <b><u>Criterion</u></b>   | <b><u>Description</u></b>  | <b><u>Weight</u></b> | <b><u>Points</u></b> | <b><u>Points</u></b>   |
|------------------|---|--|----------------------|----------------------|--|
| 1                | Number of projects specifically in natural & heritage interpretation exhibitions completed or in process by company | <p>Bidders to indicate the number of projects in which they have been rendering natural &amp; cultural heritage interpretation exhibitions.</p> <p>Following documents should be submitted as form of examples and not limited to the following documents:</p> <ul style="list-style-type: none"> <li>• Appointment letter/purchase order</li> <li>• Contract Agreement; etc.</li> </ul> | 15                   | 5                    | <p>1 = One project in rendering natural &amp; cultural heritage interpretation exhibitions in past 10 years</p> <p>2= Two projects in rendering natural &amp; cultural heritage interpretation exhibitions in past 10 years</p> <p>3 = Three projects in rendering natural &amp; cultural heritage interpretation exhibitions in past 10 years</p> <p>4 = Four projects in rendering natural &amp; cultural heritage interpretation exhibitions in past 10 years</p> <p>5 = More than four projects in rendering natural &amp; cultural heritage interpretation exhibitions in past 10 years</p>   |
| 2                | Quality of previous work in natural & cultural heritage exhibitions   | <p>Bidders to provide documentation of previous projects to be evaluated:</p> <ol style="list-style-type: none"> <li>1. Concept Design Report</li> <li>2. Design Development Report</li> </ol>   | 20                   | 5                    | <p>1 = Did not provide two reports (Concept &amp; Design Development Report)</p> <p>2= Concept and Design Development Reports provided and poor quality (reports are basic, not detailed, basic drawings and no renderings, no or limited story line)</p> <p>3 = Concept and Design Development Reports provided and acceptable quality (some detail in reports, limited detailed drawings &amp; renderings, story line included)</p> <p>4 = Concept and Design Development Reports provided and good quality (reports detailed, adequate drawings &amp; renderings, story line aligned &amp; clear)</p> <p>5 = Concept and Design Development Reports provided and excellent quality (detailed reports, high quality drawings &amp; renderings, story line aligned and clearly presented)</p> |

| <u>No</u> | <u>Criterion</u>  | <u>Description</u>  | <u>Weight</u> | <u>Points</u> | <u>Points</u>   |
|-----------|---|---|---------------|---------------|---|
| 3         | Methodology and approach for implementation of the exhibition.<br>Your ability to customize your approach and implementation plan as per SANParks requirements set out in the scope as opposed to a textbook template must be proven  | Methodology and Approach:<br>Please describe your methodology for this assignment after you have read and understood the requirements and environment. This must include a project schedule for this assignment<br><br><b>Project Implementation Plan</b> to include methodology & approach | 25            | 5             | <p>1 Point<br/>The methodology is NOT relevant to the requirements, with no detail provided and no understanding of exhibition practice standards for natural &amp; cultural heritage projects and required timeframe.</p> <p>3 Points<br/>The methodology is clear and relevant and addresses to the requirements with an understanding of exhibition practice standards for natural &amp; cultural heritage projects, and timeframe for the project.</p> <p>5 Points<br/>The methodology is clear and relevant and address the requirements significantly better than the other bidders with a clear understanding of exhibition practice standards for natural &amp; cultural heritage projects and timeframe for the project.</p>   |
| 4         | <p>Project Team: The project team member must have relevant and applicable experience at least the 3 (three) core members below. CV of each team member must be submitted.</p> <ul style="list-style-type: none"> <li>The Project leader must have minimum of 5 years' experience in exhibition management &amp; design, and B-degree in Project management/Archaeology/History/Natural/ Social Sciences.</li> <li>Archaeologist or paleontologist with 5 years' relevant experience &amp; B Degree.</li> </ul> | <ul style="list-style-type: none"> <li><b>Organogram</b> of the Project Team with roles &amp; responsibilities</li> <li><b>CVs of all team members</b> and certified copies of all qualification illustrating the experience.</li> </ul>  | 25            | 5             | <p>1 Point</p> <ul style="list-style-type: none"> <li>Project Leader has less than 5 years of experience in exhibition design management, less than B degree in Archaeology, History, Natural or Social Sciences.</li> <li>Palaeontologist/Archaeologist has less than 5 years' experience, and less than B Degree in Palaeontology/Archaeology</li> <li>Exhibition Designer has less than 5 years' relevant experience and less than Certificate in graphic/architectural design.</li> <li>Other project members have no relevance to the work requirements.</li> </ul> <p>5 Points</p> <ul style="list-style-type: none"> <li>Project Leader has more than 5 years of experience in exhibition design management, and B degree in Archaeology, History or Social Sciences.</li> </ul> |

| <u>No</u> | <u>Criterion</u>  | <u>Description</u>   | <u>Weight</u> | <u>Points</u> | <u>Points</u>  |
|-----------|---|--|---------------|---------------|--|
|           | <ul style="list-style-type: none"> <li>Exhibition Designer must have 5 years' relevant experience and Diploma graphic design/architectural design.</li> <li>Other project members, digital specialist, project assistant</li> </ul> |  |               |               | <ul style="list-style-type: none"> <li>Palaeontologist/Archaeologist has more than 5 years' experience, and B Degree in Palaeontology/Archaeology</li> <li>Exhibition Designer has more than 5 years' relevant experience and Certificate in graphic/architectural design</li> <li>Other project members are relevant to the work requirements.</li> </ul>   |
| 5         | Proven track record in exhibition design & implementation   | <p>The bidder must prove successful completion of natural heritage exhibitions services to the public or private sector type</p> <p>Reference letter must be on the client <u>letterhead</u> and signed<br/>Indicate the type of natural &amp; cultural heritage service rendered.</p> <p>The <u>rated level of service</u> (poor, good, satisfactory, excellent, etc.); and letter rated good and above will be considered for point allocation. Unrated letter will not be considered for evaluation.<br/>Indicate value of project/s.</p> | 15            | 5             | <p>1 = Reference letter showing 1 (one) completed project with good service rating.</p> <p>2= Reference letter showing 2 (two) completed project/s with good service rating</p> <p>3 = Reference letter showing 3 (three) completed project/s with good service rating.</p> <p>4 = Reference letter showing 4 (four) completed project/s with good service rating.</p> <p>5 = Reference letter showing more than 4 (four) completed project/s good service rating.</p> |
|           |   |  | 100           | 25            |  |

|   |
|---|
| <p style="text-align: center;"><b>THE BID CONTRACT</b></p>  |
| <p style="text-align: center;"><b>INTRODUCTION TO SANPARKS</b></p>  |
| <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 sustainable National Park System connecting society.</p>   |
| <p>Our mandate is to deliver of Conservation Mandate by Excelling in the Management of a National Park System.</p>  |
| <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.</p>  |
| <p style="text-align: center;"><b>INTRODUCTION TO SANPARKS INFRASTRUCTURE AND SPECIAL PROJECTS UNIT RESPONSIBLE FOR THIS BID</b></p>  |
| <p>The Infrastructure and Special projects unit is based at SANParks Head Office in responsible for the implementation of projects related to the Infrastructure Programme, as well as Expanded Public Works Programme. In the context of this BID, the unit will manage the project in terms of its responsibility and expertise.</p>  |
| <p style="text-align: center;"><b>CONTEXT OF THIS PROCUREMENT</b></p>   |
| <p>SANParks intends to appoint a service provider to develop and complete the Dinosaur Interpretation Centre at Golden Gate Highlands National Park with the design &amp; installation of the exhibition. Work includes revising and further developing the exhibition, designing the exhibition and taking responsibility for the manufacturing and installation of the exhibit.</p>   |
| <p style="text-align: center;"><b>CONTRACT PERIOD</b></p>   |
| <p>The expected duration of the project is <b>twelve months</b> after the contract commences from the date that both parties sign the contract's signature page. The contract period includes the period for the initial requirements, the implementation period for the initial requirements, and the period after implementation providing for the maintenance/service and support for the initial requirements.</p>  |



## SPECIFICATIONS & SCOPE OF WORK

### BACKGROUND

SANParks intends to appoint a service provider to develop and finalise the development of the planned exhibition for the Dinosaur Interpretation Centre (to include building of 2,600m<sup>2</sup> and outside areas including parking, walkways, look-out point). The interpretation centre must tell the story of the dinosaurs and fossils of the Eastern Free State, and the narrative must include a balance of local voices, perspectives and disciplines.

The appointment will include:

- a) A revision and further developing the narrative to include the local perspective and voices presenting the story of dinosaurs and fossils in the Eastern Free State.
- b) Design development of the approved strategy and concept with revisions where needed up to final design stage.
- c) Responsible for the manufacturing, installation and commissioning of the exhibition.

Bids are sought from reputable service providers with a proven track record in experience and capability in natural & heritage exhibition design and installation.

### SCOPE OF WORK

The role of the Service Provider is to provide a professional service to SANParks for completion of the design development to final design stage, as well as the manufacturing and installation of the exhibition. It will be a self-guided exhibition and the visitor flow will be an important element in the design and implementation. Stakeholder participation with all relevant internal and external stakeholders will be vital throughout the project life cycle.

The Service Provider will be responsible for the following areas:

- a) Review the approved interpretation strategy, storyline & concept document, and propose revisions where needed. These documents will be provided during the tender phase.
- b) Design development to final design stage responding to the architecture of the building to enable manufacturing of exhibition elements.
- c) Oversee the manufacturing, installation and commissioning of the exhibition through sourcing the correct specialists. Local job creation must be considered during this phase.
- d) Develop a shortened version of the exhibition in digital format to be used for information & marketing purposes.
- e) The Service providers will be expected to consult mostly with the following stakeholders:
  - Park management: Golden Gate Highlands National Parks
  - Local communities, with special reference to descendant/ culturally associated communities

- Key Activities:**

Bid Number GNP-28-22

|   |  |  |  |  |
|---|--|--|--|--|
|   |  |  | key objects, images, quotes & other elements.  |  |
|   | Design Development   | Transforms content from an outline to final script and the physical design               | Exhibit script (storyline and detailed narrative) which weaves content into a narrative form, incorporating object labels, image captions and credits                  | Design Development Report with storyline & physical design   |
|   | Final Design   | Finalise the script & design details and graphic layouts into a production ready package | Final copy edited and proofread design files and construction drawings ready for production. This must take into consideration exhibition standards and visitor needs. | Final Design files with construction drawings & specifications for production                              |
| 3 | <b>Production &amp; Installation</b> <ol style="list-style-type: none"> <li>Production and installation plan with costing &amp; procurement methods.</li> <li>Production and installation of display panels, cabinets, replicas, interactive displays, furniture and fittings, as may be required in the Dinosaur Interpretation Centre within the available budget.</li> <li>Electronic Brochure content development in English, with versions in Afrikaans and Sesotho, and an oral recording in Sesotho.</li> <li>Provision of all materials developed in readily accessible soft copy format and open files.</li> <li>Demonstrate the functionality of <ul style="list-style-type: none"> <li>visitor flow a</li> <li>exhibition interactive displays</li> <li>make provision for people with disabilities.</li> </ul> </li> <li>Development of a digital virtual tour of the center.</li> </ol> |  |  | Production & Installation Plan inclusive with costing and procurement strategy for all exhibition elements |
| 4 | <b>Commissioning &amp; Close-out</b> <ol style="list-style-type: none"> <li>Commission the installations.</li> <li>Training to centre staff &amp; production of training manual.</li> <li>Operation Plan – 5 Pager short and to the point to address staffing (consider peak seasons); integration with rest of park; day-to-day management of exhibition.</li> <li>Manuals provided where needed and information of manufacturers and suppliers.</li> <li>Project closure report.</li> </ol>  |  |  | Training manual<br>Operational Plan<br><br>Manuals of equipment, etc.<br>Close-out Report                  |
|   | <b>General</b> <ol style="list-style-type: none"> <li>Development of an implementation plan with timeframes, deliverables and cash flow</li> <li>Progress reporting</li> </ol>   |  |  | Project implementation plan  |

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|  |  | Monthly Progress reports |
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| <b>PRICING SCHEDULE – FIRM PRICES (SBD 3.1)(PURCHASES)</b>   |  |
| <b>SBD 3.1 - ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED</b>                    |  |
| <u>BID PRICE IN RSA RAND</u>   |  |
|  | Price quoted is South African Rands in terms of General Conditions of contract clause 16.4 and shall be included in the SBD3.1<br><br><b>NB: Please refer Pricing Schedule</b>   |
| <u>PRICE QUOTATION BASIS</u>   |  |
|  | 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. |
| <u>PRICE PER DELIVERY POINT</u>  |  |
|  | In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.   |
| <u>DETAIL PRICING SUPPORT</u>  |  |
|  | 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.   |
| <u>PRICE CHANGES</u><br><br>Price changes whether as a result of CPI, PPI, extensions or expansions will not be allowed in terms of the signed contract by both parties. |  |
| <u>APPLICATION OF PREFERENCE POINTS</u><br>Please complete SBD 6.1   |  |
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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.**

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| GCC1 | <b>1. Definitions - The following terms shall be interpreted as indicated:</b>  |
|      | 1.1. “ <b>Closing time</b> ” means the date and hour specified in the bidding documents for the receipt of bids.  |
|      | 1.2. “ <b>Contract</b> ” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.   |
|      | 1.3. “ <b>Contract price</b> ” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.   |
|      | 1.4. “ <b>Corrupt practice</b> ” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.  |
|      | 1.5. “ <b>Countervailing duties</b> ” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.  |
|      | 1.6. “ <b>Country of origin</b> ” 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. |
|      | 1.7. “ <b>Day</b> ” means calendar day.   |
|      | 1.8. “ <b>Delivery</b> ” means delivery in compliance of the conditions of the contract or order.   |
|      | 1.9. “ <b>Delivery ex stock</b> ” means immediate delivery directly from stock actually on hand.  |

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|  | <p>1.10. <b>"Delivery into consignees store or to his site"</b> 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. <b>"Dumping"</b> 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. <b>"Force majeure"</b> means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. <b>"Fraudulent practice"</b> 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. <b>"GCC"</b> mean the General Conditions of Contract.</p> <p>1.15. <b>"Goods"</b> 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. <b>"Imported content"</b> 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. <b>"Local content"</b> 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. <b>"Manufacture"</b> 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. <b>"Order"</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. <b>"Project site"</b>, where applicable, means the place indicated in bidding documents.</p> <p>1.21. <b>"Purchaser"</b> means the organization purchasing the goods.</p> <p>1.22. <b>"Republic"</b> means the Republic of South Africa.</p> |
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|             | <p>1.23. <b>“SCC”</b> means the Special Conditions of Contract.</p> <p>1.24. <b>“Services”</b> 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. <b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>   |
| <b>GCC2</b> | <b>2. Application</b>   |
|             | <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>   |
| <b>GCC3</b> | <b>3. General</b>   |
|             | <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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p> |
| <b>GCC4</b> | <b>4. Standards</b>   |
|             | <p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| <b>GCC5</b> | <b>5. Use of contract documents and information</b>   |
|             | <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</p>   |

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|             | <p>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>   |
| <b>GCC6</b> | <b>6. Patent rights</b>   |
|             | <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>   |
| <b>GCC7</b> | <b>7. Performance security</b>  |
|             | <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> |
| <b>GCC8</b> | <b>8. Inspections, tests and analyses</b>   |
|             | <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</p>   |



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|      | <p>contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p>   |
|      | <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p> |
| GCC9 | <b>9. Packing</b>   |
|      | <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>  |

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|              | <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>   |
| <b>GCC10</b> | <b>10. Delivery and Documentation</b>  |
|              | <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>   |
| <b>GCC11</b> | <b>11. Insurance</b>   |
|              | <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>  |
| <b>GCC12</b> | <b>12. Transportation</b>  |
|              | <p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>   |
| <b>GCC13</b> | <b>13. Incidental services</b>   |
|              | <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> |
| <b>GCC14</b> | <b>14. Spare parts</b>   |

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|       | <p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <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 | <b>15. Warranty</b>  |
|       | <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> |

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| GCC16 | <b>16. Payment</b>   |
|       | 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.   |
|       | 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.  |
|       | 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.  |
|       | 16.4. Payment will be made in Rand unless otherwise stipulated in SCC  |
| GCC17 | <b>17. Prices</b>  |
|       | 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.   |
| GCC18 | <b>18. Contract amendment</b>  |
|       | 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.  |
| GCC19 | <b>19. Assignment</b>  |
|       | 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.  |
| GCC20 | <b>20. Subcontract</b>   |
|       | 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract  |
| GCC21 | <b>21. Delays in supplier's performance</b>  |
|       | 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.  |
|       | 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for |

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|              | performance, with or without the imposition of penalties, in which case the extension   |
|              | <p>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 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> |
| <b>GCC22</b> | <b>22. Penalties</b>  |
|              | <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>  |
| <b>GCC23</b> | <b>23. Termination for default</b>  |
|              | <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</p>  |

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|  | <p>contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should 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.</p>  |

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|  | <p>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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| <b>GCC24</b> | <b>24. Anti-dumping and countervailing duties and rights</b>   |
|              | <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> |
| <b>GCC25</b> | <b>25. Force Majeure</b>   |
|              | <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>  |
| <b>GCC26</b> | <b>26. Termination for insolvency</b>  |
|              | <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>   |
| <b>GCC27</b> | <b>27. Settlement of disputes</b>  |

|              |  |
|--------------|--|
|              | <p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p> |
| <b>GCC28</b> | <b>28. Limitation of liability</b>   |
|              | <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>  |
| <b>GCC29</b> | <b>29. Governing language</b>  |
|              | <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>  |
| <b>GCC30</b> | <b>30. Applicable law</b>  |
|              | <p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>   |
| <b>GCC31</b> | <b>31. Notices</b>   |
|              | <p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his</p>  |



|              |   |
|--------------|---|
|              | <p>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>   |
| <b>GCC32</b> | <b>32. Taxes and duties</b>   |
|              | <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>   |
| <b>GCC33</b> | <b>33. National Industrial Participation Programme</b>  |
|              | <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>  |
| <b>GCC34</b> | <b>34. Prohibition of restrictive practices</b>   |
|              | <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,</p> |

|  |  |
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|  | 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.   |
|  | <b>Contracted Party Due Diligence</b><br>SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.   |
|  | <b>Jigs, Tools, and Templates, where applicable</b><br>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.   |
|  | <b>Copyright and Intellectual Property</b><br>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.<br><br>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.<br><br>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: <ul style="list-style-type: none"> <li>(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</li> <li>(b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier.</li> </ul> The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.<br><br>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 |

|  |   |
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|  | <p>SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall survive termination of this contract indefinitely.</p>  |
|  | <p><b>Confidentiality</b></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"> <li>(a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent.</li> <li>(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</li> <li>(c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <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"> <li>(a) Disclose the confidential information to any third party, or</li> <li>(b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> </ul> <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"> <li>(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;</li> <li>(b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> </ul> |

|  |  |
|--|--|
|  | <p>(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</p> <p>(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> <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> <p>(a) All written disclosures received from SANParks;</p> <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> |
|--|--|

## PREFERENCE POINTS CLAIMED (SBD 6.1)

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

1.2.

1.2.1. The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3. Points for this bid shall be awarded for:

1.3.1. Price; and

1.3.2. B-BBEE Status Level of Contributor.

1.4. The maximum points for this bid are allocated as follows:

|   | POINTS |
|---|--------|
| PRICE   | 80     |
| B-BBEE STATUS LEVEL OF CONTRIBUTION               | 20     |
| Total points for Price and B-BBEE must not exceed | 100    |

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.

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.

## 2. DEFINITIONS

2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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;

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;

2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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 BroadBased Black Economic Empowerment Act;

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.

2.7. **“prices”** includes all applicable taxes less all unconditional discounts;

2.8. **“proof of B-BBEE status level of contributor”** means:

2.8.1. B-BBEE Status level certificate issued by an authorized body or person;

2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;

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:

$$80/20$$
$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

|                                    | <p>Ps = Points scored for price of bid under consideration</p> <p>Pt = Price of bid under consideration</p> <p>Pmin = Price of lowest acceptable bid</p>   |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
|------------------------------------|--|------------------------------------|---------------------------------|---|----|---|----|---|----|---|----|---|---|---|---|---|---|---|---|---------------------------|---|
| 4.                                 | <p><b>POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR</b></p> <p>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:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> | 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 |
| 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  |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
|                                    | <p><b>5. BID DECLARATION</b></p> <p>5.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:</p> <p><b>6. BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1</b></p> <p>6.1 B-BBEE Status Level of Contributor:= .....(maximum of 20 points)</p>  |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |

(Points claimed in respect of paragraph 6.1 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 |  |
|-----|--|----|--|

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 |  |
|-----|--|----|--|

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 least 51% owned by:   | EME<br>√ | QSE<br>√ |
|---|----------|----------|
| 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   |          |          |

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:

.....

8.2. VAT registration number:

.....

8.3. Company registration

number:.....



|  |   |
|--|---|
|  | <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>.....</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> <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> |  |
| <p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>   | <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> |
|  |  |

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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:

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;

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:

- 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

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.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: 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.

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.

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.

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.

## SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

|   |          |
|---|----------|
| <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> | YES / NO |
| <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>    | YES / NO |
| <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>      | YES / NO |
| <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>                                | YES / NO |

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>):

.....

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.

2.7 Are you or any person connected with the bidder  
presently employed by the state?

**YES / NO**

<sup>1</sup>"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.

<sup>2</sup>"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.

2.7.1 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 attach proof of such authority to the bid document?<br><u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)</u> |  | YES / NO |
| 2.7.2.2 If no, furnish reasons for non-submission of such proof:<br>.....<br>.....<br>.....   |  | YES / NO |
| 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?                         |  |          |
| 2.8.1   | If so, furnish particulars:<br>.....<br>.....<br>.....   |          |
| 2.9   | Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person?  | YES / NO |
| 2.9.1   | If so, furnish particulars:<br>.....<br>.....<br>.....   |          |
| 2.10  | Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the 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:<br>.....<br>.....<br>.....   |          |
| 2.11  | Do you or any of the directors / trustees /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?  | YES / NO |





**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   | Pricing    Schedule(s)    (SBD3)    including                                      |

|  |  |  |  |
|--|--|--|--|
|  |  | as attached to this document   | 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<br><br>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       |

|              |   |
|--------------|---|
|              | 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      |  |

## PRICING SCHEDULE – FIRM PRICES (SBD 3.1)

**ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

|                     |                                      |
|---------------------|--------------------------------------|
| Name of bidder..... | Bid number: GNP-28-22                |
|                     | Closing date: 9 December 2022, 11:00 |

Prospective bidders should submit itemised bids to cover all costs associated with the service including personnel hours, accommodation, transport, stakeholder consultation and exhibition hardware:

| NO  | ITEM   | PRICE       |
|-----|--|-------------|
| 1   | Review of existing documentation   |             |
| 2   | Concept Design for exhibition  |             |
| 3   | Design Development of exhibition   |             |
| 4   | Final Design of exhibition (Production ready package)                                      |             |
| 5   | Production & Installation of Exhibition: Provisional Sum                                   | R 8 000,000 |
| 5.1 | Profit & Attendance for Production & Installation  |             |
| 6   | Commissioning & Close-out  |             |
| 7   | Disbursements (make provision for subsistence & travel allowance, printing, copying, etc.) |             |
| 8   | Maintenance of Exhibition for 2 (two) years  |             |
|     | <b>Sub-Total</b>   |             |
|     | <b>VAT @ 15%</b>   |             |
|     | <b>TOTAL</b>   |             |

**Note:**

- a) The expected deliverables for the items are documented in the Scope of Work.
- b) The available amount for the exhibition production & installation is R 8,000,000 and bidders to indicate their cost for managing this under the “Profit & Attendance” item.
- c) Disbursement must make provision for all direct expenses. Golden Gate Highlands National Park is situated 370km from Pretoria. Travelling by vehicle will be paid according to the

Department of Public Works kilometer rates. Proof must be provided for all direct costs incurred and claimed on the project.

- d) Maintenance of exhibition for 2 (two) years to be priced – note the SLA will qualify & quantify the detail, including warranties/guarantees on equipment.
- e) Detail costing to be provided on the calculation of the costs for the above items to indicate number of hours/days and the rates per hour/day of the project team members.

# FUNCTIONALITY INFORMATION

PLEASE ENSURE THAT ALL THE NECESSARY DOCUMENTS TO EVALUATE THE FUNCTIONALITY INCLUDED IN THIS BID ARE SUBMITTED.

**IT IS YOUR RESPONSIBILITY TO MAKE CERTAIN THESE DOCUMENTS ARE SUBMITTED.**

**Criteria 1: Proof of similar work in previous 10 (ten) years**

- Appointment letter/Purchase Order/Agreement

**Criteria 2: Quality of previous work in natural & cultural heritage exhibitions**

- Concept Design Report
- Design Development Report

**Criteria 3: Methodology & Approach to implement the project**

- Project Implementation Plan with clear methodology & Approach

**Criteria 4: Project Team**

- CVs of Project Team & Specifically 3 x Core Team members: Project leader, Archaeologist/Paleontologist, Exhibition Designer. Include other team member CVs

**Criteria 5: Proven track record**

- Reference letters on letterhead with rated level of service for similar work