



South African NATIONAL PARKS

INVITATION TO BID (SBD 1 PART A)

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

BID NUMBER:	GNP-008-20	CLOSING DATE:	28 May 2021	CLOSING TIME:	11:00
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DESCRIPTION

REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A TRANSACTION ADVISOR TO SUPPORT IN THE RETENDER OF SIX LODGE CONCESSIONS IN THE KRUGER NATIONAL PARK

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT			
643 LEYDS STREET, MUCKLENEUK, PRETORIA (MAIN GATE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Charmaine Muzwayine	CONTACT PERSON	Jeanette Greyvensteyn
TELEPHONE NUMBER	012 426 5225	TELEPHONE NUMBER	012 426 5287
E-MAIL ADDRESS	charmaine.muzwayine@sanparks.org	E-MAIL ADDRESS	jeanette.greyvensteyn@sanparks.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS	<input type="checkbox"/> Yes <input type="checkbox"/> No	2.2 ARE YOU A FOREIGN BASED SUPPLIER	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]

/SERVICES /WORKS OFFERED?	[IF YES ENCLOSE PROOF]	FOR THE GOODS /SERVICES /WORKS OFFERED?	
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

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

YES NO

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

YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR AN SLA.**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PREQUALIFICATION CRITERIA

Pre-Qualifying Criteria	SANParks invite bids from bidders who are B-BBEE Level 1 to 3. NB. A tender that fails to meet this pre-qualifying criteria will be declared an ineligible tender.
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A WRITTEN CONTRACT WITH SANParks

Validity Period From Date Of Closure:	150 days
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Briefing Session	Due to COVID-19 SANParks won't be having a briefing session however bidders must email their queries to the SCM official (charmaine.muzwayine@sanparks.org) no later than the 17 May 2021, where-after SANParks will provide response to the questions on the 21 May 2021 on the SANParks website under the tenders' portal (https://www.sanparks.org/groups/tenders/)
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NAME OF THE DULY AUTHORISED PERSON:	
SIGNATURE:	
DATE:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

SETS OF BID DOCUMENTS REQUIRED:

Number of ORIGINAL bid documents for contract signing	2 (Two)
Electronic Copy of the original document in PDF USB/Memory Stick	1
<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 hard copy format (paper document) and a copy for the bid document on a USB/Memory Stick 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 the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p>	

MANDATORY RETURNABLE DOCUMENTS

MANDATORY RETURNABLE DOCUMENTS

Mandatory Requirements

It is a requirement to fully comply with all mandatory requirements. Failure to comply with the mandatory requirements listed below may lead to disqualification.

1. Invitation to Bid (SBD 1) must be fully completed and signed
2. Submission of fully completed SBD 3.1 (Pricing Template).
3. Submission of fully completed SBD 4 (Declaration of Interest).
4. Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate or original B-BBEE Sworn Affidavit.
5. Submission of fully completed SBD 8 (Declaration of Bidders Past SCM Practice).
6. Submission of fully completed SBD 9 (Certificate of Independent Bid Determination).
7. Proof of CSD (Central Supplier Database) registration
8. Technical Proposal responding to the Scope of Work and in line with any requirements specified in the Evaluation Criteria, including:
 - a. Company profile of bidder (for consortiums, company profiles must be provided for each member of the consortium);
 - b. Understanding of the Scope of Work;
 - c. Approach and Project Plan;
 - d. Bidder’s professional experience;

- e. Client references; and
 - f. Proposed team, including team structure and CVs.
9. If the bidder is bidding as a joint venture, the following must be submitted together with the proposal:
- a. Copy of the Joint Venture Agreement, duly signed by all parties, which sets forth the responsibilities of each member of the Joint Venture, clearly indicating how the Scope of Work will be split amongst parties; and
 - b. The original or certified copy of the B-BBEE certificate of the joint venture.
10. If the bidder is a consortium in the form of a prime contractor with subcontractor(s), a copy of the Subcontracting Agreement, duly signed by all parties, which sets forth the responsibilities of the subcontractor(s), must be submitted together with the proposal:
- a. Copy of the Subcontracting Agreement, duly signed by all parties, which sets forth the responsibilities of the subcontractor(s).
 - b. The original or certified copy of the B-BBEE certificate of the subcontractor(s).

THE BIDDING SELECTION PROCESS

Stage 1 – Compliance to Pre-qualification Criteria requirements

At this stage, bidders need to comply with the pre-qualification criteria as stipulated in the document to proceed to the next phase of evaluation. In this stage bidders will be disqualified if they do not comply with the pre-qualification criteria.

Stage 2A – Compliance to Mandatory Returnable Documents

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 2B – Evaluation of Bids against Specifications including Quality (Functionality)

1. SANParks evaluates each bidder's written response to the specifications issued in accordance with the published evaluation criteria and the associated scoring set outlined in this bid invitation.
2. Bidders making the minimum evaluation score (**75%**) will pass to the price/preference stage.

Stage 3 – Price/Preference Evaluation

Basis of competition:

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.

Due diligence tests for reasonableness of price:

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

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.

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 Regulations of 2017), 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/s 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 intention of selling the bidding company within the next 12 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any intention 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 “yes” to any of the questions above, 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 (ANNEXURE A)**

Bidders are not eligible for the Price and Preference scoring stage where they score less than **75%** threshold as prescribed for functionality.

THE BID CONTRACT

INTRODUCTION TO SANPARKS

SANParks was initially established in terms of the now repealed National Parks Act, 57 of 1976 and continue to exist in terms of the National Environmental Management: Protected Areas Act, 57 of 2003; with the mandate to conserve; protect; control; and manage national parks and other defined protected areas and their biological diversity (Biodiversity). As a public entity, SANParks is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999), and it is listed as Schedule 3 Part A: 25 public entity.

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

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

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

INTRODUCTION TO SANPARKS BUSINESS UNIT RESPONSIBLE FOR THIS BID

The Business Development Unit (BDU), within the Tourism Development and Marketing division of SANParks, is responsible for executing on SANParks' Commercialisation Strategy, through the implementation and management of a range of Public Private Partnerships (PPPs) as a means of maximising SANParks' financial independence from the state, whilst enabling socio-economic transformation.

The unit consists of a General Manager: Business Development Unit, who reports to the Managing Executive: Tourism Development and Marketing, as well as numerous Project Managers who are responsible for the implementation and management of PPPs across SANParks.

CONTEXT OF THIS PROCUREMENT

In September 1998, the then Department of Environmental Affairs and Tourism articulated the need for SANParks to prepare for a lesser dependence on state funding, which would increasingly be aimed at funding essential conservation requirements. This formed the basis of the Commercialisation Strategy adopted by SANParks in 2000, with the objective to reduce SANParks' dependence on state funding and improve existing operational efficiencies.

The Commercialisation Strategy 2000 was developed and implemented with assistance from the International Finance Corporation (IFC). SANParks appointed the IFC as the lead Transaction Advisor to:

- advise SANParks on the structuring of the commercialisation programme and the development of the PPP tender process;
- support the implementation of the tender process for identified PPP projects; and

- promote skills transfer to SANParks staff, thereby enabling SANParks to manage and implement PPP projects internally through the Business Development Unit.

This process resulted in the award of 11 Lodge Concession sites (seven of which were in the Kruger National Park (KNP)), 21 retail facilities and 17 restaurants to private operators.

Subsequently, through the Business Development Unit, SANParks have progressively increased the number of PPP transactions, successfully implementing and managing a wide range of projects, including accommodation, restaurants, retail, activities, an airport and the Table Mountain Aerial Cableway. Today, SANParks has a portfolio of more than 50 PPP projects.

As SANParks continues to evolve, PPPs have been reaffirmed as a key mechanism to fund and implement tourism products, as well as to promote socio-economic transformation and local community upliftment. In light of this, SANParks aims to accelerate the implementation of PPPs and has resolved to appoint a Transaction Advisor to provide advisory services to assist with the development and implementation of PPPs.

CONTRACT PERIOD

The contract will be for a period of five (5) years, or until the date that the Scope of Work is completed, whichever date occurs first.

SPECIFICATIONS

DETAILED BACKGROUND

Responsible Tourism

SANParks' business operations are founded on three core pillars: Sustainable Conservation, Diverse and Responsible Tourism and Socio-Economic Transformation. SANParks' mandate is derived from its biodiversity conservation role, thus the conservation pillar is regarded as the basis upon which the other two core pillars' programmes and activities are directed. The Commercialisation Strategy (through the implementation of PPPs) is a significant element of the Diverse and Responsible Tourism pillar, which has enabled SANParks to expand its tourism product offering, generate additional revenue for funding of conservation and promote socio-economic development.

SANParks, as a major provider of tourism accommodation and natural experiences in South Africa, recognises that by implementing responsible tourism management and principles, the organisation will not only continue to benefit from enhanced income, but also from a better quality of tourism product, better development and management practices, and higher levels of local involvement and benefits flowing to local communities. Responsible Tourism within SANParks, and more specifically Commercialisation, is governed and guided by the Responsible Tourism Strategy 2022, the National Tourism Sector Strategy, the National Minimum Standards for Responsible Tourism (SANS1162) and the National Development Plan (NDP).

The Cape Town Responsible Tourism Charter encapsulates guiding principles for Responsible Tourism and local community involvement, which can be regarded as the ethos of this Scope of Work. The charter describes Responsible Tourism as tourism that:

1. *"makes positive contributions to the conservation of natural and cultural heritage, to the maintenance of the*

world's diversity;

2. *minimises negative economic, environmental, and social impacts;*
3. *provides more enjoyable experiences for tourists through more meaningful connections with local people, and a greater understanding of local cultural, social and environmental issues;*
4. *is culturally sensitive, engenders respect between tourists and hosts, and builds local pride and confidence;*
5. *provides accurate information about accessibility of facilities and infrastructure for people with disabilities (visual, communication, mobility) to customers;*
6. *generates greater economic benefits for local people and enhances the well-being of host communities, improves working conditions and access to the industry; and*
7. *involves local people in decisions that affect their lives and life chances."*

SANParks' PPP Portfolio

SANParks currently has a portfolio of over 50 PPP projects, and intends on further expanding its PPP portfolio over the next few years. PPP projects planned for implementation over the next five years includes the retender of existing PPP projects that have reached the end of their contract term with the incumbent private operator.

A PPP is a commercial transaction between a private party and a public institution, whereby the private party uses state property for its own commercial purpose over a specific period, transferring associated financial, technical and operational risk from the public institution to the private party. In exchange for the exclusive rights to use the state property, the private party pays a PPP fee to the institution. PPPs are governed by Regulation 16 of the Public Finance Management Act (PFMA).

SANParks typically applies a 'build, operate and transfer' (BOT) model for PPPs. The contractual mechanism is a PPP Agreement (or concession contract), which enables the private operator to:

- use a defined area of land, plus any buildings that may already exist on that land; and
- make any required upgrades to the land or buildings for purposes of the tourism product, over a specific time period in return for payment of PPP fees.

Against these rights of occupation and commercial use of facilities, there is a set of obligations on the part of the private operator regarding:

- Financial terms,
- Environmental management;
- Social objectives;
- Empowerment; and
- Contractual transfer of risk for building / refurbishing, developing, managing, operating and maintaining the facility.

On termination, SANParks is contractually obliged to pay the private operator the Residual Value of any immovable assets. The Residual Value refers to the remaining value of immovable assets, after being fully depreciated over the contract period. For the original Lodge Concessions (as described later in this document), this value was also adjusted by inflation over the contract period; however, this clause has subsequently been removed for later PPPs.

Through the implementation of PPPs, SANParks aims to achieve the following objectives:

1. Generate additional revenue (through PPP fees and conservations fees) for the funding of conservation and constituency building;
2. Reduce the cost of delivery for tourism products;
3. Improve service levels by focusing on core business;
4. Leverage private capital and expertise to expand tourism products;
5. Minimise losses or increase savings on existing operations;
6. Optimise the use of under-performing assets;
7. Create jobs and alleviate poverty;
8. Advance Broad-Based Black Economic Empowerment (B-BBEE);
9. Upgrade or develop infrastructure;
10. Upgrade / develop historical and / or cultural sites;
11. Promote tourism; and
12. Further advance biodiversity protection and conservation.

Based on SANParks' experience and expertise in implementing PPP projects, National Treasury has granted SANParks authorisation to apply for exemption from Regulation 16 of the PFMA, subject to a detailed application being submitted for each PPP project.

A New Era of PPPs in SANParks – Broadening the Network

Tourism plays a significant role in job creation and driving sustainable socio-economic transformation, hence, as the largest state owned entity in tourism in South Africa, SANParks has an obligation to contribute towards the transformation of the tourism industry and provide opportunities to broaden the network of those benefiting from commercial opportunities in national parks. As such, SANParks is placing more emphasis on programmes that stimulate and contribute towards sustainable transformation and socio-economic development of local communities and Land Claimants. This is to ensure that a broad base of South Africans participate in biodiversity initiatives, and that all SANParks' operations have a synergistic existence with neighbouring or surrounding communities for their educational and socio-economic benefit, hence enabling the broader society to be connected to national parks.

SANParks has implemented various mechanisms to enable sustainable transformation and socio-economic development through the PPP process, including a B-BBEE scorecard for all PPPs (with targets for transformation and local community upliftment), additional job creation / local procurement / enterprise and supplier development obligations, ring-fencing of PPP opportunities for SMMEs, enforced subcontracting to black owned EMEs / QSEs for specified projects and an equity share model for Land Claimants in the KNP (note: the KNP Land Claimant Beneficiation Scheme could / may change, and consideration must be given to this in enhancing the PPP Framework).

Purpose and Scope of Bid

SANParks embraces a continuous improvement philosophy and an adaptive management style. Since the inception of PPPs within SANParks, there have been numerous learnings on how to more effectively manage and address challenges experienced in implementing PPPs, which have been incorporated into SANParks' ways of work over the

years. However, SANParks also recognises that other organisations, both locally and internationally, have also developed best practices that may be of value to SANParks in the structuring, implementation and management of PPPs, including models for local community and Land Claimant beneficiation. Therefore, SANParks requires an enhanced PPP framework, incorporating lessons learned and best practices, to guide SANParks in the structuring, implementation and management of PPPs going forward.

The purpose of this bid is to appoint a suitably qualified Transaction Advisor to provide specialised skills and expertise (technical, commercial, financial, B-BBEE and local community development) to SANParks in the structuring, implementation and management of PPPs, including:

1. Review and enhancement of SANParks' PPP framework; and
2. Provision of advisory and operational support to the SANParks Project Team in the implementation of the retender processes for six Lodge Concessions in the KNP.

SANParks intends on contracting with a single legal entity ("the Transaction Advisor") to undertake the Scope of Work, either a single professional services provider or a consortium of professional services providers (whereby a lead Transaction Advisor is nominated as the authorised representative to enter into the contract with SANParks). A consortium refers to either a Joint Venture between professional services providers or a contractual arrangement whereby the lead Transaction Advisor subcontracts elements of the Scope of Work to other professional services providers.

The scope of this procurement will include the retender of the following KNP Lodge Concessions:

No.	Lodge Concession	Contract Termination Date
<i>Lodge Concessions include the management, operation and maintenance of luxury lodges, offering guests a fully inclusive safari experience with exclusive traversing rights in a designated area of the park</i>		
1	Jock of the Bushveld (t/a Jock Safari Lodge)	30 March 2022
2	Mluwati (t/a Imbali Lodge, Hamiltons Tented Camp & Hoyo-Hoyo Traditional Camp)	30 September 2022
3	Lwakahle (t/a Lukimbi Safari Lodge)	30 June 2023
4	Jakkalsbessie (t/a Lion Sands Tinga Lodge & Lion Sands Narina Lodge)	3 September 2023
5	Mutlumuvi (t/a Rhino Post Safari Lodge & Rhino Walking Safaris, Plains Camp)	30 June 2024
6	Mpanamana (t/a Shishangeni Lodge, Camp Shonga & Camp Shawu)	31 October 2025

Note: The tender process for each Lodge Concession must be concluded at least 12 months prior to the expiry of the Concession Contract, thereby allowing for at least 12 months for the handover period between the incumbent private operator and the new operator, where applicable. If and when required, SANParks will undertake a process for the extension of the concession contract. The Transaction Advisor should aim to complete the enhanced PPP Framework as soon as reasonably possible to enable SANParks to commence with the retender processes.

The bidder must take the following into consideration when preparing their bid submission:

1. Local and international best practice

SANParks requires access to local and international best practices on PPPs / concessions, particularly regarding meaningful participation of local communities and empowering women, youth and people living with disabilities. The Transaction Advisor must have the expertise, experience and access to resources to advise SANParks on these best practices and the application thereof in the context of SANParks' circumstances.

2. Interactive engagement

SANParks expects for this engagement to be an interactive process between SANParks and the Transaction Advisor, thereby enabling the Transaction Advisor to make recommendations that are meaningful and practical for SANParks to implement. SANParks will arrange for regular engagement sessions with the Transaction Advisor to review progress of deliverables and recommendations and provide guidance on the way forward.

3. Evidenced-based decision-making

The Transaction Advisor will be required to provide evidenced-based justifications when making recommendations to SANParks. Research used to inform recommendations must incorporate best practices and lessons-learned; furthermore, research must include both primary and secondary sources. Justifications and reasoning must be provided in the reports compiled for the purposes of this engagement.

SANParks will also provide the Transaction Advisor with internal documents related to the Scope of Work to inform research and recommendations. The Transaction Advisor will be expected to familiarise themselves with this background information and work conducted by SANParks to date on the structuring, implementation and management of PPPs.

SCOPE OF SERVICES

The Transaction Advisor appointed by SANParks will be responsible for carrying out the Scope of Work, as stated below, and must provide the necessary technical, commercial, financial, B-BBEE and local community development advisory and operational support in producing the deliverables. The bidder is required to provide a proposal that demonstrates the bidder's understanding and experience of this type of assignment and the overall Scope of Work, as well as the financial breakdown per deliverable and phase of the Scope of Work (in line with the pricing template).

The Transaction Advisor will be required to support the SANParks Project Team in:

- All tasks related to the tender processes of the selected PPPs, commencing with the review and enhancement of the existing SANParks PPP framework to guide the structuring, implementation and management of PPPs going forward; and
- The procurement of a suitably qualified private operator for specified PPP opportunities. The transaction is deemed complete on signature of the PPP Agreement by both SANParks and the relevant private operator appointed to manage the PPP project.

Further to the above, the Scope of Work includes, *inter alia*, but is not limited to:

1. Advise and assist SANParks on various aspects related to structuring, implementing and managing PPPs;
2. Review and enhance existing templates for PPP tender documentation, confidentiality agreements and PPP Agreements;
3. Recommend a fair and equitable PPP fee structure;
4. Review and enhance existing models for sustainable transformation and meaningful participation of local communities / Land Claimants in PPPs;
5. Provide advisory and operational support to SANParks during the implementation of the retender processes.

Operational support refers to providing additional operational capacity to SANParks to execute the relevant processes, reporting to the relevant SANParks representative that is responsible for overseeing the process;

6. Work closely with SANParks, supporting SANParks in engagements with external stakeholders, such as concessionaires, in the delivery of the Scope of Work;
7. Develop all deliverables in line with SANParks' requirements, subject to approval by SANParks; and
8. Advise SANParks during negotiations and contracting of the specified PPP Agreements.

The Scope of Work must be carried out in compliance with Regulation 16 of the PFMA, the Preferential Procurement Regulations, 2017 and any other relevant legislation.

The activities under this Scope of Work must be carried out in a phased approach:

Phase One: Review and enhancement of the SANParks PPP Framework, with specific reference to the retender of the six KNP Lodge Concessions; and

Phase Two: Implementation of Retender Processes for the six KNP Lodge Concessions, in line with the enhanced PPP Framework (subject to SANParks' approval of the Phase One Deliverables).

Phase One: Review and enhancement of the SANParks PPP Framework

1. Objectives

Review and enhance the PPP framework in line with best practices and lessons learned, providing practical guidelines to SANParks on enhancing the structuring, implementation and management of PPPs going forward, taking into consideration:

- a. *SANParks' objectives for a "new era of PPPs", which promotes sustainable transformation and meaningful participation of local communities and Land Claimants in PPPs. Particular focus must be given to advising SANParks on the structuring of PPPs in a manner that is fair and equitable for SANParks, private operators and Local Communities and / or Land Claimants;*
- b. *Identification and management of risks related to the PPP process and each of the PPPs; and*
- c. *That all recommendations must be compliant with regulatory requirements and promote SANParks' strategic objectives.*

2. Scope of Work

- a. Review the components of SANParks' existing PPP Framework, and enhance this in line with best practices and lessons-learned. Enhancement of the SANParks PPP Framework includes, but is not limited to, the following elements:
 - i. Provide SANParks with an international and local industry and market analysis, which will inform SANParks on pertinent trends for the structuring, implementation and management of PPPs.
 - ii. Provide SANParks with international and local best practices and include lessons-learned on the structuring, implementation and management of concessions / PPPs, including insights on the ways in which concessions can partner with / involve / develop Local Communities (i.e. Local Community Trust ownership, recruitment of staff from Local Communities,

procurement from entities in the Local Communities and development of beneficiation plans for Local Communities).

- iii. Review existing lessons-learned and engage with stakeholders to determine new lessons-learned from the current PPP cycle, making recommendations to SANParks on which aspects of the PPP process need to be amended.
- iv. Review and enhance the pricing structure for the PPP fee, in line with best practice. The Transaction Advisor must also provide SANParks with a basic methodology to evaluate that a bidder's PPP fee proposal is fair and equitable.
- v. Review of the socio-economic development contributions over the previous PPP term made by each of the six KNP Lodge Concessions in terms of local community upliftment during the previous contract term to enable SANParks to ensure that this is maintained and enhanced going forward.
- vi. Review and enhance SANParks' PPP mechanisms to enable short-, medium- and long-term Local Community beneficiation and meaningful participation of Local Communities in PPPs in a manner that promotes sustainable socio-economic transformation and skills transfer.
- vii. Review and enhance SANParks' PPP mechanisms to enable meaningful participation of Land Claimants in PPPs, whilst ensuring that Land Claimants receive fair and equitable redress in terms of commercial benefits from PPPs on the short-, medium- and long-term, in a manner that promotes sustainable transformation and skills transfer.
- viii. Review and enhance SANParks' PPP mechanisms to promote B-BBEE and enable meaningful and sustainable transformation of the tourism value chain.
- ix. Provision of a basic methodology for economic valuation, which should include a spreadsheet with an input tab and output tab that summarises the results. During the PPP bid evaluation process, SANParks will use this to evaluate the anticipated economic impact of each bid on local communities and the extent to which each bidder plans on contributing towards sustainable local economic development (i.e. through job creation, local procurement and enterprise development).
- x. Review of the approved draft Principles for the retender of the KNP Lodge Concessions (i.e. Transformation and Socio-economic Development, Project Term, Modifications, permissible Development Period, etc.) and enhancement thereof, with specific reference to the retender process for the six KNP Lodge Concessions. These principles must be structured in a manner so as to enable SANParks to adapt these to guide in the structuring of all PPPs going forward, based on best practices and lessons learned.
- xi. Review and enhance the approved draft guidelines informing the incumbent private operators how the retender process will be undertaken (i.e. timeframes, disclosure of information to SANParks and interested bidders, intellectual property, handover period, residual value payments and transfer of employees). These guidelines must be adapted for use in other retender processes.
- xii. Review and enhance the SANParks PPP tender documentation (Information Memorandum, Request for Proposal and PPP Agreement) to align with best practice and incorporate all lessons learned.
- xiii. Review and enhance SANParks' existing PPP management / performance monitoring

mechanisms, in line with best practices and lessons learned, to assist SANParks in the management of the PPPs.

- xiv. Any other key aspects that the Transaction Advisor recommends to enable the success of SANParks' PPP processes.

***Note:** The final enhanced PPP Framework must be approved by the SANParks Board and may also require approval by the Department of Forestry, Fisheries and the Environment (“the Ministry”). The Transaction Advisor will be expected to support SANParks during the approval process, incorporating any recommendations made by the approving authorities into the Framework.*

- b. Develop a communication strategy and plan for internal and external stakeholders (concessionaires, investors, tourism operators, local communities, Land Claimants, media, public interest groups etc.) for the duration of the retender processes for the six KNP Lodge Concessions, clearly guiding how SANParks should communicate with these stakeholders. The Transaction Advisor must provide operational support to SANParks in executing the strategy and plan, with the Transaction Advisor strategically advising and assisting SANParks on the development of communication material (i.e. presentations, media releases etc.), thereby ensuring that the intent and requirements for each PPP are clearly conveyed to stakeholders.
- c. In line with the enhanced mechanisms proposed for Local Community / Land Claimant involvement in concessions / PPPs, develop a strategy and plan on how to consult, engage, form and capacitate Local Community Trusts within the applicable Local Communities to enable such Trusts to discharge their responsibilities subsequent to signature of the PPP Agreement for each concession. The strategy and plan must review existing processes and plans related to engaging with Local Communities regarding their involvement in a PPP, managing their expectations and subsequently capacitating Local Community Trusts, during which the Transaction Advisor must engage with the SANParks Socio-Economic Transformation Department. Recommendations must be incorporated into the strategy and plan on how these processes can be enhanced, based on best practices. Subsequent to SANParks' approval of the strategy and plan, these will be handed over to the SANParks Socio-Economic Transformation Department for execution. The Transaction Advisor must be available to provide guidance and support during implementation of the strategy and plan.
- d. Where applicable, the Transaction Advisor will be required to facilitate workshops hosted by SANParks and support SANParks in meetings during the execution of Phase One. This will predominantly be in terms of: engaging with stakeholders to gather inputs to inform the enhanced PPP Framework; providing feedback to SANParks on the progress of deliverables; presenting deliverables for approval; and providing feedback to the concessionaires on the principles and guidelines for the retender process. These engagements will typically include internal stakeholders (including *inter alia* representatives from other SANParks departments involved in PPPs, Operational Management, Executive Management, Board and the Ministry) and where necessary, engagement with the incumbent concessionaires. The Transaction Advisor will be expected to assist SANParks in the preparation for these workshops / meetings by drafting submissions, reports and / or presentations for the purposes of executing on the Phase One Scope of Work. Please refer to **Meetings and / or Reporting** for the anticipated frequency of these engagements.

3. Deliverables (Phase One Deliverables to be approved by the Board, or where specified, the Ministry)

- a. Enhanced PPP Framework [Word Document & Excel Spreadsheet for any models / calculations], including:
 - i. International and local industry and market analysis [Word Document]
 - ii. International and local best practices and lessons-learned on the structuring, implementation and management of concessions / PPPs [Word Document]
 - iii. Lessons-learned from the current PPP cycle [Word Document]
 - iv. Enhanced pricing structure for the PPP fee [Word Document], with a suggested methodology to evaluate that a bidder's PPP fee proposal [Excel Spreadsheet].
 - v. Socio-economic development contributions over the previous PPP term for each of the six KNP Lodge Concessions [Word Document & Excel Spreadsheet (for calculations)].
 - vi. Enhanced mechanisms for Local Community beneficiation and meaningful participation in PPPs [Word Document].
 - vii. Enhanced mechanisms for Land Claimant beneficiation and meaningful participation in PPPs [Word Document].
 - viii. Enhanced mechanisms to promote B-BBEE and enable meaningful and sustainable transformation [Word Document].
 - ix. Basic methodology for economic valuation [Word Document & Excel Spreadsheet].
 - x. Enhanced principles guiding the structuring of PPPs going forward [Word Document]
 - xi. Enhanced guidelines for informing incumbent private operators how the retender processes will be undertaken [Word Document]
 - xii. Updated PPP tender documentation [Word Document]
 - xiii. Enhanced PPP management / performance monitoring mechanisms [Word Document]
- b. Communication Strategy and Plan for Phase Two [Word Document]
- c. Strategy and plan for consulting, engaging, forming and capacitating Local Community Trusts [Word Document]
- d. Submissions [Word Document], Reports [Word Document] and / or Presentations [PowerPoint] required for the purposes of executing on the Phase One Scope of Work

Phase Two: Implementation of Retender Processes for the six KNP Lodge Concessions – commencement of Phase Two is subject to SANParks' approval of the Phase One Deliverables

1. Objectives

Provide advisory and operational support to SANParks during the management of the tender processes, to assist SANParks in:

- a. *Creating awareness of the PPP opportunities in the market and others in the pipeline;*
- b. *Managing the tender process in accordance with legislation, SANParks policies and the enhanced PPP Framework; and*
- c. *Facilitating the appointment of a suitably qualified private operator for each concession.*

2. Scope of Work

For Phase Two, in consultation with SANParks, the Transaction Advisor is required to provide operational support to SANParks in the preparation and implementation of the tender processes. A SANParks Project Manager will be delegated to review all tasks and deliverables before final deliverables are presented for approval. The Scope of Work includes:

- a. Develop a detailed project plan for each of the six KNP Lodge Concessions, recommending timelines for the tender processes (advertising, site visits, bidder's conference, submission, evaluation, approval and signature of the PPP Agreement). The plan must be developed at an overall tender process level and for each of the six KNP Lodge Concessions.
- b. Execute the communication plan (in consultation with SANParks), as approved in Phase One, which includes developing any relevant communication material (subject to SANParks' approval), thereby assisting SANParks with ensuring that the intent and requirements for each PPP are clearly conveyed to stakeholders.
- c. Review and update the standard SANParks Confidentiality Agreement template for the retender processes, which all interested bidders will need to sign to participate in the relevant retender process. Any changes may be subject to review by the SANParks Legal Services Department.
- d. On behalf of SANParks, for each of the six KNP Lodge Concessions, conduct a physical and value verification of the immovable assets underlying the Residual Value of each concession, verifying the value reported to SANParks by the concessionaire at the end of their project term.
- e. Draft the tender documentation for each of the six KNP Lodge Concessions, including, but not limited to, the following activities:
 - i. Facilitate Bid Specification Meetings, providing strategic guidance in the determination of specifications and evaluation criteria in line with the enhanced PPP Framework. For these meetings, the Transaction Advisor must also draft any reports or presentations required.
 - ii. Conduct a value assessment (in line with National Treasury's PPP requirements) to ensure affordability, transfer of risk and value-for-money for each of the six KNP Lodge Concessions. For each PPP, this includes development of the following:
 - Risk matrix;
 - Business model;
 - Financial feasibility model; and
 - Value-for-money assessment. This assessment will be used to inform SANParks on the expected benefits that will be derived over the upcoming

contract term.

- iii. Draft the Information Memorandum and RFP for each of the six KNP Lodge Concessions.
 - iv. Review the PPP Agreement for any enhancements required, which will be reviewed and incorporated by the SANParks Legal Services Department or SANParks' legal advisors. Thereafter, customise the PPP Agreement for each of the six KNP Lodge Concessions.
- f. Support SANParks in the management of the tender process for each of the six KNP Lodge Concessions, including, but not limited to, the following activities:
- i. With support from the SANParks Project Manager, coordinate and facilitate site visits and bidders' conferences, including drafting and presenting of any relevant information on the PPP opportunity to be shared with interested bidders; and
 - ii. Provide technical input to SANParks in responding to queries and / or clarifications from interested bidders.
- g. Support SANParks in the management of the evaluation process of bids for each of the six KNP Lodge Concessions, in line with standard SCM policies and processes, including, but not limited to, the following activities:
- i. Draft Bid Evaluation Sheets and Scoring Spreadsheets.
 - ii. With support from the SANParks Project Manager, facilitate Bid Evaluation Meetings. This includes guiding SANParks on the use of new methodologies developed in Phase One to be used in the evaluation of bids, specifically the economic valuation to determine a bidder's proposed local economic development impact in local communities and evaluating that a bidder's PPP fee proposal is fair and equitable. In addition, following conclusion of the Bid Evaluation Meeting, the Transaction Advisor must provide input on any submissions drafted by SANParks for the approval of the preferred bidder for each of the six KNP Lodge Concessions.
- h. Advise SANParks on technical aspects during the contract negotiations and signature process between SANParks and the preferred bidder for each of the six KNP Lodge Concessions, making any required updates to the PPP Agreement, culminating in the finalisation of the PPP Agreement for signature. This includes:
- i. Advising SANParks on negotiation tactics to reach agreement; and
 - ii. Provide any other reasonable analytical and transaction support required by SANParks for the successful completion of the tender process.
- i. Where applicable, the Transaction Advisor will be required to facilitate workshops hosted by SANParks and support SANParks in meetings during the execution of Phase Two. This will predominantly be in terms of: engaging with stakeholders to gather inputs to inform the tender documentation; providing feedback to SANParks on the progress of deliverables; presenting deliverables for approval; and engaging with bidders during the tender process. These engagements will typically include internal stakeholders (including *inter alia* representatives from other SANParks departments involved in PPPs, Operational Management, Executive Management, Board and the Ministry) and engagement with interested bidders. The Transaction

Advisor will be expected to assist SANParks in the preparation for these workshops / meetings by drafting submissions, reports and / or presentations for the purposes of executing on the Phase Two Scope of Work. Please refer to **Meetings and / or Reporting** for the anticipated frequency of these engagements.

- j. Compile a comprehensive close-out report on the tender processes, including Lessons-learned for future PPP projects.

3. Deliverables (Phase Two Deliverables to be approved by Chairperson of the Project Oversight Committee – Managing Executive: Tourism Development and Marketing or where specified, the SANParks Board, or as otherwise specified by SANParks)

- a. Project Plan for Phase Two [Word Document or Excel Spreadsheet]
- b. Communication material for each of the six KNP Lodge Concessions [format to be specified by SANParks]
- c. Confidentiality Agreement template [Word Document]
- d. Physical and value verification of the immovable assets underlying the Residual Value for each of the six KNP Lodge Concessions [Word Document and Excel Spreadsheet for any calculations]
- e. PPP tender documentation for each of the six KNP Lodge Concessions, which includes:
 - i. Bid specifications [Word Document]
 - ii. Value assessment [Excel Spreadsheet & Word Document]
 - iii. Information Memorandum and RFP [Word Document]
 - iv. PPP Agreement [Word Document]
- f. Support in the management of the tender processes for each of the six KNP Lodge Concessions, which includes the following deliverables:
 - i. Site visits and bidders' conferences presentations [PowerPoint presentation]
 - ii. Question and Answer document [Word Document]
- g. Facilitate the evaluation of the tender processes for each of the six KNP Lodge Concessions, which includes the following deliverables:
 - i. Bid Evaluation Sheets and Scoring Spreadsheets [Word Document & Excel Spreadsheet]
 - ii. Submissions for approval of preferred bidder (approval by SANParks Bid Adjudication Committee or SANParks Board) [Word Document]
- h. Final PPP Agreement for signature for each of the six KNP Lodge Concessions [Word Document]
- i. Submissions [Word Document], Reports [Word Document] and / or Presentations [PowerPoint] required for the purposes of executing on the Phase Two Scope of Work

j. Close-out report [Word Document]

Skill and Experience required by SANParks

The Transaction Advisor must have the necessary skills and experience to undertake the Scope of Work, as set out in this Terms of Reference. In the case of a consortium, the lead Transaction Advisor will be held accountable for ensuring that members of the consortium meet these requirements at all times.

SANParks will hold the Transaction Advisor contractually accountable for ensuring that high quality project deliverables are completed in a timeous manner and for ensuring the professional conduct and integrity of the individual project team members.

The bidder must demonstrate that the project team members allocated to undertake the Scope of Work have the necessary skills and experience to deliver on the Scope of Work, as detailed in the table below. CVs of the proposed team members must be submitted, detailing professional experience and qualifications.

Project Team Skills	Project Lead / Stream Lead / Specialist Minimum Experience
PPP procurement, structuring, implementation and management	10 years' experience
Financial analysis and financial transaction advisory	10 years' experience
B-BBEE and Transformation advisory, in the context of PPPs	5 years' experience
Monitoring, compliance and contract management	5 years' experience
Local economic and community development and beneficiation advisory	10 years' experience
Tourism development (i.e. skills in the development and implementation of strategies and plans to develop and enhance tourism destinations, with a strong focus on responsible tourism)	10 years' experience
Project management for large and complex projects	5 years' experience

Each individual project team member must be available to do the work as and when required. SANParks reserves the right to interview and approve project team members. The project team proposed as part of the bid must remain consistent, if the bidder is appointed as the Transaction Advisor. Any changes prior to commencement of the engagement is subject to approval by SANParks.

RESPONSIBILITIES OF SANPARKS

1. Provide oversight to ensure that the Scope of Work is being delivered on, in line with SANParks' requirements and quality standards.
2. Provide internal data (including *inter alia* policies, processes, strategies, plans, previous Board and EXCO submissions, discussion documents etc.) to the Transaction Advisor for purposes of the engagement.
3. Following the completion of a deliverable, review recommendations and provide guidance on the way forward, to enable the Transaction Advisor to proceed with the delivery of the Scope of Work.

4. Provide access to the National Parks for purposes of any meetings and / or site visits to the National Parks.

MEETINGS AND/OR REPORTING

The Transaction Advisor will work closely with a SANParks Project Team in executing the Scope of Work and will be required to meet with the SANParks Project Team on a weekly basis. A SANParks Project Manager will be delegated to engage with the appointed Project Manager representing the Transaction Advisor.

In terms of reporting and approval processes, the Transaction Advisor will need to present and / or prepare submissions for the following Committees (the frequency of these meetings should be included in the project plan):

Committee	Purpose	Meeting Frequency	General Reporting Requirements
Project Team	<ul style="list-style-type: none"> Closely engage and consult with Transaction Advisor in executing the Scope of Work Provide operational support in producing deliverables 	<ul style="list-style-type: none"> Weekly 	<ul style="list-style-type: none"> Weekly and ad-hoc status reports [Word Document]
Project Oversight Committee	<ul style="list-style-type: none"> Oversee the Transaction Advisor's performance in the delivery of the Scope of Work Provide strategic guidance to ensure deliverables meet required objectives Recommend deliverables for review by the SANParks Executive Management Committee (EXCO) 	<ul style="list-style-type: none"> Monthly, to oversee performance and approve deliverables Ad-hoc basis, as and when required 	<ul style="list-style-type: none"> Monthly and ad-hoc status reports status report [Word Document]
SANParks Executive Management	<ul style="list-style-type: none"> Recommend deliverables for approval by SANParks Board Committees Provide strategic insight on specific matters 	<ul style="list-style-type: none"> Quarterly (when submitting deliverables for Board approval) Monthly, as and when required 	<ul style="list-style-type: none"> Quarterly and ad-hoc status reports status report [Word Document]
SANParks Committees of the Board (may include Audit & Risk, Tourism and / or Human Capital Management, Conservation Socio-Economic Transformation)	<ul style="list-style-type: none"> Recommend deliverables for approval by SANParks Board 	<ul style="list-style-type: none"> Quarterly (when submitting deliverables for Board approval) 	<ul style="list-style-type: none"> Submissions for approval of deliverables

SANParks Board	<ul style="list-style-type: none"> • Approve deliverables or recommend for approval by other delegating authorities (i.e. Minister of Environment, Forestry and Fisheries) 	<ul style="list-style-type: none"> • Quarterly (when submitting deliverables for Board approval) 	<ul style="list-style-type: none"> • Submissions for approval of deliverables
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In addition to the above, as mentioned in the Scope of Work, the Transaction Advisor will be required to facilitate workshops hosted by SANParks and support SANParks in meetings during the execution of the Scope of Work, particularly during the approval phases. The exact number of meetings / workshops cannot be specified and the Transaction Advisor will be expected to meet with SANParks and its stakeholders as and when necessary, as required for the execution of the Scope of Work; however, the following can be used as a guideline for planning purposes:

- Weekly meetings with the Project Team;
- Monthly meetings with the Project Oversight Committee;
- Likely at least one other monthly meeting / workshop to engage with stakeholders for input on deliverables; and
- During the approval of deliverables, the Transaction Advisor can expect to attend or be available to provide input during at least six meetings (Project Oversight Committee, EXCO, three Board Committees and the Board) during the quarter.

REQUIREMENTS

1. Deliver the Scope of Work described in this Terms of Reference, adhering to the timeframes specified for each Phase in the bid.
2. Comply with Park Rules and Regulations.
3. Manage scheduling with SANParks.
4. Work closely with the SANParks in delivering the Scope of Work.
5. Seek approval from SANParks for any changes to the project team. If a project team member is replaced, the Transaction Advisor must demonstrate to SANParks' satisfaction that the replacement member has the skills and experience required to undertake the allocated Scope of Work.
6. In the case of a consortium, the lead Transaction Advisor to seek approval from SANParks for any changes to the consortium. If a consortium member is replaced, the lead Transaction Advisor must demonstrate to SANParks' satisfaction that the replacement member has the expertise, experience and track record required to undertake the allocated Scope of Work.
7. Provide SANParks with all deliverables specified in this Terms of Reference.
8. The preferred bidder must commence delivery on the Scope of Work within one month from bid award.

SBD 3.1 PRICING DETAIL

SBD 3.1 - Pricing Schedule for the Duration of the Contract (Refer to Annexure for detailed pricing annexure)

BID PRICE IN RSA RAND

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

PRICE QUOTATION BASIS

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

PRICE PER DELIVERY POINT

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

DETAIL PRICING SUPPORT

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

PRICE CHANGES

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

APPLICATION OF PREFERENCE POINTS

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

SPECIAL CONDITIONS OF CONTRACT

Pricing:

1. The bidder must complete the attached pricing template Excel Spreadsheet (SBD 3.1), specifying the cost per deliverable and the associated man-hours to deliver on the Scope of Work.
2. The pricing is based on a Fixed Price for each deliverable.
3. The amount for disbursements and travel costs must be specified as a separate line item in the Fixed Price proposal. This amount will be imposed as the limit for Subsistence and Travel (S&T) expenses recoverable from SANParks. Only actual S&T expenses are recoverable and proof of the expenses incurred must accompany certified invoices.

4. It is important that the bidder bases their fees on a competitive and market related pricing.
5. Pricing must include all additional cost elements anticipated by the bidder.
6. Payment will only be made subsequent to the sign-off of deliverables by SANParks.
7. The bidder is to note that the financial proposal must be separated from the technical proposal (SBD 3.1 should be in a separate envelope).

SANParks reserves the right to only award a portion of the proposed Services that are reflected in the Scope of Work.

GENERAL CONDITIONS OF CONTRACT

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

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

GCC1	1. Definitions - The following terms shall be interpreted as indicated:
	<p>1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. “Countervailing duties” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. “Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. “Day” means calendar day.</p> <p>1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country</p>

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

GCC2	2. Application
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	3. General
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
GCC4	4. Standards
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	5. Use of contract documents and information
	<p>5.1. The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 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</p>

	audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC6	6. Patent rights
	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.
GCC7	7. Performance security
	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. 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. 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: 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 7.3.2 a cashier's or certified cheque 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.
GCC8	8. Inspections, tests and analyses
	8.1. All pre-bidding testing will be for the account of the bidder. 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. 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. 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

	<p>requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	9. Packing
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	10. Delivery and Documentation
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
GCC11	11. Insurance

	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	12. Transportation
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	13. Incidental services
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	14. Spare parts
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>

GCC15	15. Warranty
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	16. Payment
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	17. Prices
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>

GCC18	18. Contract amendment
	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	19. Assignment
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	20. Subcontract
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	21. Delays in supplier's performance
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p>

	<p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	22. Penalties
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	23. Termination for default
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should 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</p>

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

	due to him
GCC25	25. Force Majeure
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	26. Termination for insolvency
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	27. Settlement of disputes
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	28. Limitation of liability

	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC29	29. Governing language
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
GCC30	30. Applicable law
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	31. Notices
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
GCC32	32. Taxes and duties
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks must be in</p>

	possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	33. National Industrial Participation Programme
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	34. Prohibition of restrictive practices
	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). 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. 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
	Contracted Party Due Diligence SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.
	Jigs, Tools, and Templates, where applicable 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.

Copyright and Intellectual Property

All background intellectual property (existing prior to this contract) vests 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.

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.

The parties agree that all right, title, and interest in the contract intellectual property rightly vests in SANParks and to give effect to the foregoing:

- (a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to SANParks and SANParks hereby accepts such assignment, and
- (b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may vest in the contracted supplier.

The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.

The contracted supplier shall assist SANParks in obtaining statutory protection for the contract intellectual property at the expense of SANParks wherever SANParks may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to SANParks, or as SANParks may direct, and to support SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world.

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.

The rights and obligations set out in this clause shall survive termination of this contract indefinitely.

Confidentiality

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:

- (a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent.
- (b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- (c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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

- (a) Disclose the confidential information to any third party, or
- (b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,

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.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

- (a) Was independently developed by the recipient prior to its involvement with SANParks or in the possession of the recipient prior to its involvement with SANParks;
- (b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- (c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from SANParks, or
- (d) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform SANParks of such requirement prior to any disclosure.

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

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

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

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

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 B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

1.2. Points for this bid shall be awarded for:

1.2.1. Price; and

1.2.2. B-BBEE Status Level of Contributor.

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

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

1.4. 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.

1.5. 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 Broad-Based 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:

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	14

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:

8.2. VAT registration number:

8.3. Company registration number:.....

8.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7. Total number of years the company/firm has been in business:

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:

8.8.1. The information furnished is true and correct;

8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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;

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 –

8.8.4.1. disqualify the person from the bidding process;

8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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;

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

8.8.4.5. Forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

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.

	<p>In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.</p>
	<p>The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.</p>
	<p>I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation</p>

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

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:	YES / NO
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	YES / NO
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	YES / NO
Was any contract between the Bidder and any SANParks terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

1.1 Full Name of bidder or his or her representative:

1.2 Identity Number:

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

1.4 Company Registration Number:

1.5 Tax Reference Number:

1.6 VAT Registration Number:

1.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

1.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

1.7.1 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:

.....

.....

.....

1.7.2 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**

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

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

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

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

1.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

1.8.1 If so, furnish particulars:

.....
.....

.....

1.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

1.9.1 If so, furnish particulars.

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

1.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

1.10.1 If so, furnish particulars.

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

1.11 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

1.11.1 If so, furnish particulars.

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

FULL DETAILS OF ALL DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

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

DECLARATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

BID SUBMISSION CERTIFICATE FORM

	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to SANParks in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.	
	My offer remains binding upon me and open for acceptance by SANParks during the validity period indicated and calculated from the closing time of Bid Invitation.	
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:	
	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
	Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
		CSD / Tax clearance letter where applicable
	Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and supported by a valid BBBEE certificate that has been certified as either copy or original.	
	Declaration of Bidder's past SCM practice (SBD 8)	General Conditions of Contract and special/additional conditions of contract as set out in this document
	NIPP Obligations (SBD 5) where applicable	Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard where applicable
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable	

	for the due fulfilment of the subsequent contract if awarded to me.
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5 where applicable, SBD8, SBD9) is correct and I accept that SANParks may reject the Bid or act against me should these declarations prove to be false.
	I confirm that I am duly authorised to sign this offer/ bid response.
NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	

ANNEXURE A: FUNCTIONALITY RESPONSIVENESS CRITERIA APPLICABLE FOR THIS BID

Bidders are not eligible for the Price and Preference scoring stage where they score less than the minimum threshold [75%] 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 **75%**.

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

No	Functionality Criteria	Weighting	Points	Points allocation
1	<p>Understanding of the Scope of Work: The bidder must demonstrate their understanding of the Scope of Work, including:</p> <ol style="list-style-type: none"> 1. Requirements for the retender processes, as well as other PPP requirements; 2. PPP procurement requirements; 3. SANParks’ conservation, responsible tourism and socio-economic transformation objectives, and how these can be partially realised through PPPs; and 4. Value proposition to SANParks and what sets the bidder apart. 	10	0-4	<p>4 = Bidder demonstrates an in-depth understanding of SANParks’ environment and requirements.</p> <p>3 = Bidder demonstrates a satisfactory level of understanding of SANParks’ environment and requirements.</p> <p>2 = Bidder demonstrates a partial understanding of SANParks’ environment and requirements.</p> <p>1 = Bidder demonstrates a very limited or no understanding of SANParks’ environment and requirements.</p> <p>0 = No information was presented.</p>

No	Functionality Criteria	Weighting	Points	Points allocation
2	<p>Approach and Project Plan: The bidder to demonstrate their approach to delivering the Scope of Work and ensuring the quality of outputs, including:</p> <ol style="list-style-type: none"> 1. Proposed approach and methodology; 2. Proposed project plan, indicating workstreams, activities, milestones and deliverables; 3. Management of risks related to executing on the Scope of Work; 4. Quality control procedures; 5. Any assumptions made in developing the approach and project plan; and 6. Availability to perform the work. 	30	0 - 4	<p>4 = Approach is innovative, clearly describing how SANParks' objectives will be achieved, with the Project Plan clearly defining activities and timelines and how these have been adapted to SANParks' environment.</p> <p>3 = Approach tailored to requirements, adequately describing how SANParks' objectives will be achieved, with Project Plan clearly defining the activities and timelines.</p> <p>2 = Approach generic and / or Project Plan only partially defines the activities and timelines for the delivery of the Scope of Work.</p> <p>1 = Approach and Project Plan are poorly described or not relevant.</p> <p>0 = No information was presented.</p>

No	Functionality Criteria	Weighting	Points	Points allocation
3	<p>PPP Experience:</p> <p>The bidder (where the bidder is bidding as a consortium, the lead Transaction Advisor) must have demonstrable experience in acting as a PPP Transaction Advisor. This experience must be demonstrated through the provision of detailed information on recent projects that have been successfully executed by the bidder, including:</p> <ol style="list-style-type: none"> 1. Description of the PPP projects; 2. Value, scale and complexity of the PPP projects; 3. Description of services performed and extent of the bidder's responsibilities in the structuring, implementation and / or management of the PPP projects; 4. Outcome of services rendered; 5. Duration of service (start and end dates); 6. Value-add activities (where applicable); and 7. Contact details of clients for whom the bidder undertook the work (name, title, telephone and email address). 	15	0 - 4	<p>4 = Bidder has more than 10 years' demonstrable experience in providing Transaction Advisory services.</p> <p>3 = Bidder has 6 – 10 years' demonstrable experience in providing Transaction Advisory services.</p> <p>2 = Bidder has 3 – 5 years' demonstrable experience in providing Transaction Advisory services.</p> <p>1 = Bidder has 0 – 2 years' demonstrable experience in providing Transaction Advisory services.</p> <p>0 = No information was presented.</p>
4	<p>PPP References:</p> <p>The bidder (where the bidder is bidding as a consortium, the lead Transaction Advisor) must provide three reference letters from clients for whom the bidder provided transaction advisory services. Each reference letter must adhere to format provided (reference letters that do not confirm to this format will not be considered for evaluation).</p>	5	0 – 4	<p>4 = Bidder's overall performance rated as excellent in 2 – 3 projects.</p> <p>3 = Bidder's overall performance rated as good in 2 – 3 projects.</p> <p>2 = Bidder's overall performance rated as average in 2 – 3 projects.</p> <p>1 = Bidder's overall performance rated as below average in 2 – 3 projects.</p> <p>0 = No information was provided or Bidder's overall performance rated as poor in 2 – 3 projects.</p>

No	Functionality Criteria	Weighting	Points	Points allocation
5	<p>Local Community Development and Beneficiation Experience:</p> <p>The bidder (where the bidder is bidding as a consortium, either the lead Transaction Advisor or a supporting member of the consortium) must have demonstrable experience in successfully executing projects in the development and / or execution of strategies / models for the development and beneficiation of Local Communities, including the development, establishment and / or capacitation of Local Community Trusts (not necessarily PPP projects). This experience must be demonstrated through the provision of detailed information on recent projects that have been successfully executed by the bidder, including:</p> <ol style="list-style-type: none"> 1. Description of the projects; 2. Description of services performed and extent of the bidder's responsibilities in the projects; 3. Outcome of services rendered; 4. Duration of service (start and end dates); 5. Value-add activities (where applicable); and 6. Contact details of clients for whom the bidder undertook the work (name, title, telephone and email address). 	7	0 - 4	<p>4 = Bidder has more than 10 years' demonstrable experience in local community development and beneficiation.</p> <p>3 = Bidder has 6 – 10 years' demonstrable experience in local community development and beneficiation.</p> <p>2 = Bidder has 3 – 5 years' demonstrable experience in local community development and beneficiation.</p> <p>1 = Bidder has 0 – 2 years' demonstrable experience in local community development and beneficiation.</p> <p>0 = No information was presented.</p>

No	Functionality Criteria	Weighting	Points	Points allocation
6	<p>Local Community Development and Beneficiation References:</p> <p>The bidder (where the bidder is bidding as a consortium, either the lead Transaction Advisor or a supporting member of the consortium) must provide three reference letters from clients for whom the bidder provided local community development and beneficiation advisory services. Each reference letter must adhere to format provided (reference letters that do not confirm to this format will not be considered for evaluation).</p>	3	0 – 4	<p>4 = Bidder's overall performance rated as excellent in 2 – 3 projects.</p> <p>3 = Bidder's overall performance rated as good in 2 – 3 projects.</p> <p>2 = Bidder's overall performance rated as average in 2 – 3 projects.</p> <p>1 = Bidder's overall performance rated as below average in 2 – 3 projects.</p> <p>0 = No information was provided or Bidder's overall performance rated as poor in 2 – 3 projects.</p>

No	Functionality Criteria	Weighting	Points	Points allocation
7	<p>Tourism Development Experience:</p> <p>The bidder (where the bidder is bidding as a consortium, either the lead Transaction Advisor or a supporting member of the consortium) must have demonstrable experience in acting as an advisor for tourism development projects (not necessarily PPP projects). This experience must be demonstrated through the provision of detailed information on recent projects that have been successfully executed by the bidder, including:</p> <ol style="list-style-type: none"> 1. Description of the projects; 2. Value, scale and complexity of the projects; 3. Description of services performed and extent of the bidder's responsibilities in advising on the projects; 4. Outcome of services rendered; 5. Duration of service (start and end dates); 6. Value-add activities (where applicable); and 7. Contact details of clients for whom the bidder undertook the work (name, title, telephone and email address). 	7	0 - 4	<p>4 = Bidder has more than 10 years' demonstrable experience in providing tourism development advisory services.</p> <p>3 = Bidder has 6 – 10 years' demonstrable experience in providing tourism development advisory services.</p> <p>2 = Bidder has 3 – 5 years' demonstrable experience in providing tourism development advisory services.</p> <p>1 = Bidder has 0 – 2 years' demonstrable experience in providing tourism development advisory services.</p> <p>0 = No information was presented.</p>

No	Functionality Criteria	Weighting	Points	Points allocation
8	<p>Tourism Development References:</p> <p>The bidder (where the bidder is bidding as a consortium, either the lead Transaction Advisor or a supporting member of the consortium) must provide three reference letters from clients for whom the bidder provided transaction advisory services. Each reference letter must adhere to format provided (reference letters that do not confirm to this format will not be considered for evaluation).</p>	3	0 – 4	<p>4 = Bidder’s overall performance rated as excellent in 2 – 3 projects.</p> <p>3 = Bidder’s overall performance rated as good in 2 – 3 projects.</p> <p>2 = Bidder’s overall performance rated as average in 2 – 3 projects.</p> <p>1 = Bidder’s overall performance rated as below average in 2 – 3 projects.</p> <p>0 = No information was provided or Bidder’s overall performance rated as poor in 2 – 3 projects.</p>
9	<p>Proposed Team:</p> <p>The bidder must demonstrate that the proposed project team members have the necessary skills and experience to deliver on the Scope of Work, as described under “Skills and Experience required by SANParks”. This must be evidenced by provision of the following information:</p> <ol style="list-style-type: none"> 1. Proposed project team structure, describing the involvement and responsibilities of each team member in delivering the Scope of Work (where the bidder is bidding as a consortium, clearly specify which team members are from which company and the split in responsibilities in delivering on the Scope of Work); and 2. Each team member’s CV, aligned to the CV format provided (all information requested in the template provided must be specified - CVs that do not provide this information will not be considered for evaluation). 	20		<p>4 = Skills and experience exceeds the minimum requirements.</p> <p>3 = Skills and experience meets the minimum requirements.</p> <p>2 = Skills and experience partially meets the minimum requirements.</p> <p>1 = Skills and experience does not satisfactorily meet the requirements.</p> <p>0 = No information was presented.</p>

ANNEXURE B: TEMPLATES APPLICABLE FOR THIS BID

REFERENCE LETTER FORMAT		
Bidder's Letterhead		
We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.		
Referee Letterhead	<u>Referee Legal Name</u>	
<u>REFERENCE ON COMPANY</u> (mention the name of the company you are giving reference about)		
Bid Number:		
Bid Description:		
Describe the scope of service the above bidder provided to your organisation:		
Project period (start date):		
Project period (end date):		
Project cost:		
Please rate the above bidder according to the following Criteria, specifying a rating and providing comments / details:		
Criteria	Rating (poor / below average / average / good / excellent)	Comments (Please provided details)
Professionalism		
Quality of work		

Adherence to timelines		
Overall performance		
Would you use the provider again?	Yes / no (if no, please substantiate)	
Completed by:		
Signature:		
Company Name:		
Contact Telephone Number:		
Date:		
Company Stamp:		

CURRICULUM VITAE (CV) FORMAT

Company:	
Name:	
Role in project:	
Qualifications:	
Number of years of professional experience:	
Skills, areas of competency and number of years' experience relevant to their involvement and responsibilities in delivering on the Scope of Work:	
Synopsis of past project experience, relevant to the Scope of Work (<i>demonstrating the ability of the project team member to fulfil responsibilities in delivering on the specific Scope of Work that the project team member will be involved in</i>) – duplicate the below per project:	
Project:	
Project description:	
Project period:	
Project role / duties of individual and similarity to Scope of Work:	