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

<table>
<thead>
<tr>
<th>RFP NUMBER:</th>
<th>GNP-006-14</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVERTISEMENT DATE:</td>
<td>11 JULY 2014</td>
</tr>
<tr>
<td>CLOSING DATE:</td>
<td>08 AUGUST 2014</td>
</tr>
<tr>
<td>CLOSING TIME:</td>
<td>11:00 AM</td>
</tr>
<tr>
<td>BRIEFING SESSION:</td>
<td>22 JULY 2014 TIME: 10:00 AM</td>
</tr>
<tr>
<td>BID VALIDITY PERIOD:</td>
<td>90 days (commencing from the RFP Closing Date)</td>
</tr>
</tbody>
</table>

DESCRIPTION OF BID: BID INVITATION FOR SERVICE PROVIDER TO PROVIDE VELD AND FOREST FIRE FIGHTING SERVICES FOR TABLE MOUNTAIN NATIONAL PARK FOR A PERIOD OF THREE (03) YEARS

COMPULSORY CLARIFICATION SESSION ADDRESS: Newlands Forest Union Avenue (M3) Newlands

BID DOCUMENTS DELIVERY ADDRESS: TABLE MOUNTAIN NATIONAL PARK TOKAI MANOR HOUSE, UPPER TOKAI ROAD

For Attention: Ms Eldah Phathwa / Mr Barry Stoffels

NB: Bidders must ensure that they sign the register at the park when submitting the bids.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER ………………………………………………………………………………………

POSTAL ADDRESS ………………………………………………………………………………………

STREET ADDRESS ………………………………………………………………………………………

TELEPHONE NUMBER ………………………………………………………………………………………

CELLPHONE NUMBER ………………………………………………………………………………………

FACSIMILE NUMBER ………………………………………………………………………………………

E-MAIL ADDRESS ………………………………………………………………………………………

VAT REGISTRATION NUMBER ………………………………………………………………………………………

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)
YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)
YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)……………………
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR…………
A REGISTERED AUDITOR ……………………………………………………………………………………………………

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
YES or NO [IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ………………………………………………………………………………………

DATE ………………………………………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SINED ………………………………………………………………………………………

TOTAL BID PRICE: R…………………………….………………………..
(Total bid price including VAT and any other charges)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: South African National parks
Contact Person: Eldah Phathwa
Tel: 012 426 5243
E-mail address: Eldah.Phathwa@sanparks.org
CONDITIONS AND UNDERTAKINGS BY BIDDER

a. The Bid forms should not be retyped or redrafted but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.

b. Black ink should be used when completing Bid documents.

c. Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.

d. I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SANParks on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.

e. I/We agree that –

f. the offer herein shall remain binding upon me/us and open for acceptance by SANParks during the validity period indicated and calculated from the closing hour and date of the Bid;

g. the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

**NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**

I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

<table>
<thead>
<tr>
<th>Signature(s) of Bidder or assignee(s)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of signing person (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Are you duly authorized to sign this bid?</td>
<td></td>
</tr>
<tr>
<td>Name of Bidder [company name] (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Postal address (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number</td>
</tr>
<tr>
<td>Cell Number:</td>
<td>Email Address</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDER

1 Confidential information disclosure notice

1.1 This document may contain confidential information that is the property of South African National Parks (SANParks).

1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from SANParks.

1.3 All copyright and Intellectual Property herein vests with SANParks.

2 Introduction

2.1 Purpose

2.1.1 The purpose of this Request for Bid (RFP) is an invitation to potential suppliers (hereinafter referred to as “Bidders”) to submit Bids for the items/products/solutions as detailed under Annex A: Technical/solution specification.

2.2 Objectives

2.2.1 The following objectives must be achieved with the implementation of the above required solution:

2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, SANParks intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (90/10).

2.3 Queries

2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFP document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within SANParks be approached for any information. Any such action may result to disqualification of a response submitted in response to the RFP. SANParks reserves the right to place responses to such queries on the website.

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of Query</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eldah Phathwa</td>
<td>Bid Queries</td>
<td><a href="mailto:eldah.phathwa@sanparks.org">eldah.phathwa@sanparks.org</a></td>
</tr>
</tbody>
</table>

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/enquiries must be forwarded in writing not later than Friday, 01 August 2014 at 11h00.

Questions/enquiries received after 11h00 on 01 August 2014 will not be considered.

Bidders are not allowed to contact any other SANParks staff in the context of this tender other that the indicated official under 2.3.1.

2.4 Bid Documents

2.4.1 Bids must be hand delivered or (if couriered) reach to SANParks by no later than 11h00 on 08 August 2014.

2.4.2 Bid documents must contain one original document, initialised on each page, and signed where required and 01 (One) copy thereof (two separate envelopes: one for financials and the other for Technical document).

2.4.3 A digital version on CD/DVD must be provided of all tender documentation and brochures, within the Bid envelope.
3 General rules and instructions

3.1 Confidentiality

3.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.

3.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SANParks (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent SANParks’ confidential information coming into the possession of unauthorised third parties. In protecting the receiving party’s confidential information, SANParks shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

3.1.5 Any documentation, software or records relating to confidential information of SANParks, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

3.1.5.1 Shall be deemed to form part of the confidential information of SANParks;
3.1.5.2 Shall be deemed to be the property of SANParks;
3.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
3.1.5.4 Shall be surrendered to SANParks on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3.2 News and press releases

3.2.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with SANParks.

3.3 Precedence of documents

3.3.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP
and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.

3.3.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SANParks may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SANParks.

3.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of SANParks as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the SANParks in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

3.4 Preferential Procurement Reform

3.4.1 SANParks supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, SANParks insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

3.4.2 SANParks shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2011 to this proposal.

3.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity (Annex C).

3.5 Security clearances

3.5.1 Employees and subcontractors of the Bidders may be required to be in possession of valid security clearances to the level determined by NIA or/ or SANParks commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The Bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

3.6 Occupational Injuries and Diseases Act 13 of 1993

3.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. SANParks reserves the right to request the Bidder to submit documentary proof of the Bidder’s registration and “good standing” with the Compensation Fund, or similar proof acceptable to SANParks.

3.7 Instructions for submitting a proposal

3.7.1 One (1) original, One (1) hard copy of the Bid shall be submitted on the date of closure of the Bid.

3.7.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
3.7.3 Bid must be submitted in a prescribed response format herewith reflected as Response Format, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to Ms. Eldah Phathwa.

3.7.4 Bid must be submitted on or before 08 August 2014 not later than 11h00. The bids must be dropped in the tender box at the Table Mountain National Park, Tokai Manor House, Tokai Road. SANParks receives a lot of correspondence on a daily basis. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the gate. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.

3.7.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.

3.7.6 Bids received after the time stipulated shall not be considered.

3.7.7 Bid responses sent by courier must reach this office at least 36 hours before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a “late proposal” and shall not be entertained. Such proposal shall be returned to the respective Bidders.

3.7.8 No proposal shall be accepted by SANPARKS if submitted in any manner other than as prescribed above.

4 Reasons for disqualification

4.1 SANParks reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

4.1.2 Bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;

4.1.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFP;

4.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.;

4.1.5 Bidders who received information not available to other bidders through fraudulent means;

4.1.6 Bidders who do not comply with mandatory requirements as stipulated in this RFP.

4.1.7 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or

4.1.8 Bidders who are listed on the National Treasury’s database of restricted suppliers

5 Closing of Bid

5.1 There shall be no public opening of the Bid received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of SANParks. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.

5.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.

5.2.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

6 Bid preparation
6.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.

6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed RFP Response Format.

7 Oral presentations and briefing sessions

7.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SANParks. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SANParks shall schedule the time and location of these presentations. Oral presentations are an option of SANParks and may or may not be conducted.

8 Evaluation Criteria for BEE

8.1 Points awarded for B-BBEE Status Level of Contribution

8.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

8.3 In terms of Regulation 5 (2) and 6 (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:

8.4 Preference points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
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<td>4</td>
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<tr>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

8.5 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

8.6 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

8.7 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

8.8 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated
entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

8.9 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

8.10 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

8.11 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

9 Evaluation criteria and methodology

9.1 Functional evaluation criteria

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service.

When inviting bids, SANParks indicates:

(i) whether the bids will be evaluated on functionality;
(ii) the evaluation criteria for measuring functionality;
(iii) the weight of each criterion; and
(iv) the applicable values as well as the minimum threshold for functionality.

| FUNCTIONAL / TECHNICAL EVALUATION CRITERIA |
|------------------|-------|-------|
| CATEGORY         | Threshold | Weight |
| Functionality:   |         |       |
| • Bidder’s Capacity and Experience (40) |       | 100 |
| • Relevant References (10) | 70% |       |
| • Experience and Qualification of the Crew (40) |       |       |
| • Company Profile (10) |       |       |
| Price            |       | 90%   |
| B-BBEE           |       | 10%   |
| TOTAL POINTS FOR PRICE AND B-BBEE |       | 100   |

This bid will be evaluated on Functionality according to the criteria and weighting as listed in the table above. 70% minimum functionality score will qualify the bid to move on to the next phase where PPPFA evaluation principle shall be applied, which is Price and Preference evaluation.
9.2 **Price and preference evaluation criteria**

Subsequent to the eligibility screening phase, the second phase of evaluation of the Bids shall be based on the **90/10 PPPFA principle** and the points for evaluation criteria are as follows:

<table>
<thead>
<tr>
<th>Price points</th>
<th>90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preferential points/BEE</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100 <strong>points</strong></td>
</tr>
</tbody>
</table>

All Bid received shall be evaluated by a panel using the preference points system as stipulated in the Preferential Procurement Regulations.
SCOPE OF WORK – VELD AND FOREST FIRE FIGHTING SERVICES FOR TABLE MOUNTAIN NATIONAL PARK

1. Special instructions to Bidders

1.1 Scope of work shall form part of the contract.

1.2 Should a bidder have reasons to believe that the Specification is not open and/or is written for a particular service or work; the vendor shall notify Procurement Services within seven (07) days after publication of the bid.

1.2 Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.

2. REQUIREMENTS BACKGROUND

2.1 BACKGROUND

Table Mountain National park is in need of a Veld and Forest Fire Fighting Services contractor to provide the following services to the park on a standby basis:

This tender covers the provision of crews, familiar with TMNP area and local weather conditions, to:

- Perform fire fighting standby duties.
- Perform fire-fighting duties, both during and after hours, inclusive of prescribed and stack burning operations.
- Prepare areas for prescribed and stack burning operations as per TMNP Standard Operating Procedures (SOPs).
- Carry out additional conservation duties at those bases whilst not in attendance at any fires.
- Deal with occurrences such as fires and storm damage under inclement weather conditions during the winter months.

2.2 SCOPE OF WORKS: SITE INSTRUCTIONS AND RELATED RESPONSIBILITIES

2.2.1 The tenderer shall ensure that crew members are available at all times whilst on duty and that they behave in a seemly and sober manner towards SANParks employees, members of the public and others.

2.2.2 Crews on standby must, at all times, be ready to depart immediately in an event of a fire reported. On the alarm being given the crew must immediately proceed to the point of assembly, taking with them all the equipment that will be required during the initial stages of the fire.

2.2.3 Accommodation provided by SANParks for crews on duty, shall be maintained in a clean and hygienic condition, with refuse disposed of at sites demarcated for that purpose. Contractor is required to supply all cleaning materials as well as toilet paper to crews on standby on a weekly basis. SANParks will supply deepfreeze, refrigerator and stove. It is required from the contractor to
supply a television set (with outside antenna) and any other sporting equipment such as dartboard, etc. for use by the crew members whilst on standby. The successful tenderer could be held responsible for the cost of any damage (structural, furnishings etc.) or loss that may occur through negligence/abuse on the part of its employees. In this regard, weekly inspections, with the tenderer present, will be conducted each Friday morning before 09H00.

2.2.4. Crews provided by the tenderer for the performance of the required duties shall be inclusive of crew leaders and drivers. Appointed crew leaders to be acquainted with TMNP areas under jurisdiction of SANParks as well as have the necessary experience with regard to fighting fires within the fynbos biome. At least 6 crew leaders are required to do standby within TMNP; 3 on duty and 3 off duty at any specific period.

With regard to drivers, the tenderer will be requested to provide proof of driver competence, fitness and appropriate licensing which includes a Public Driver Permit (PDP). The number of drivers required to do standby is as follows:

- At Newlands Fire Base – 4 drivers required to drive 1 x all terrain specialised fire fighting vehicle, 2 x water tankers (1 x bulk water tanker) and 1 x LDV: Code C1 & above
- At Kloofnek Fire Base – 3 drivers required to drive 1 x all terrain specialised fire fighting vehicle, 1 x water tanker and 1 x LDV: Code C1 & above
- At Silvermine Fire Base – 1 driver required to drive 1 x water tanker: Code C1 & above
- Tokai Fire Base – 1 driver required to drive 1 x LDV with skid unit: Code C1 & above
- At KJB Fire Base – 2 drivers required to drive 1 x all terrain specialised fire fighting vehicle and 1 x water tanker: Code C1 & above
- Drivers doing standby at Newlands Fire Base are also require to have a Code EC drivers licence

2.3. Responsibilities of crew leaders:

- The supervision of crews on standby duty
- The supervision of crews deployed at a fire situation.
- Response to instructions from the TMNP Incident Commander
- Response, in the event of call-outs, with minimum delay.
- Compliance with restrictions applicable to helicopter crews.
- Radio communication with Newlands Dispatch Centre and/or Incident Commander regarding response in the event of a call-out, arrival at a fire situation, situation reports, departure from a fire situation and arrival back at base.
- The crew leader on duty will also be responsible for keeping an attendance register for the standby period. The TMNP duty officer will sign off this register on his/her regular visits. Problems experienced during visits, will be noted by the duty officer in the “remarks” column of the register and bring to the attention of the Manager Fire, SANParks and the contractors Fire Boss.

2.4. Responsibilities of drivers:

- Condition of vehicles and equipment responsible for - in this regard drivers must report any damage/defects discovered to the attention of the Senior Section Ranger: Fire or duty officer.
- To complete daily vehicle checklists.
- To complete vehicle logbooks.
- Completion of checklist for all terrain fire fighting vehicles and Tankers, to ensure that
specified items of equipment are on board and in a serviceable condition.

- Professional handling of vehicles and equipment responsible for. Untrained/uncertified drivers will not be allowed to operate specialised fire fighting vehicles or equipment.
- Compliance with traffic regulations, contravention of which (and any fines involved) will have to be dealt with by the tenderer.
- Radio communication with Newlands Dispatch Centre and/or Fire Boss regarding response in the event of a call-out, arrival at and departure from a fire situation and arrival back at base.
- Safe transportation of fire fighters e.g. fire fighters may not be transported in the same area as tools, fuel containers, etc. which must be stored in a separate box or trunk fixed to the payload of the vehicle.
- Acquaintance with the areas in the TMNP.

2.5. Responsibilities of Contractors Fire Boss

- Overall supervision of crews and drivers on standby and deployed at fire situation
- Response to instructions from the TMNP Incident Commander
- Response, in the event of call outs, with minimum delay using own vehicle
  - Radio communication with Newlands Dispatch Centre and/or Incident Commander in the event of a call out, arrival at a fire situation, situation reports and departure from a fire situation

2.6. Additional vehicles supplied by tenderer

Due to a shortage of dedicated fire fighting vehicles in the Park, the tenderer would be required to supply SANParks with the following vehicles:

- One 4x2 truck 7 – 8 ton with at least 2 000 litre water tank and pump with 60m hose reel (pump to deliver a minimum of 2000l/min or be of minimum capacity of 13 hp).
- In the event of a breakdown on SANParks water tanker the 5 000 litre skid unit could be transferred from the SANParks vehicle to contractor’s vehicle and this vehicle will be required to be on standby and will be dispatched to fire incidents until the SANParks vehicle has been repaired.
- The above truck will also be used during the months Nov – April to transport the Working on Fire (WoF) hand crews to and from fires within the Park. For this purpose the truck must be fitted with the necessary railings (of at least 900mm above the floor height) as to allow the safe transport of fire fighters.
- One 3 – 4 ton truck to be used to transport ±20 fire fighters to and from fires within the Park. Truck to be fitted with the necessary sides and secured seating to allow the safe transport of fire fighters as well as separate box or trunk for the safekeeping of tools.
- One 4x4 LDV with minimum of 500 litre skid unit complete with high pressure pump and 60m heavy duty hose
- One 4x2 LDV to be used by Fire Boss to respond to fires.
- If any of the above-mentioned vehicles supplied by tenderer become unserviceable due to damage or mechanical defect the tenderer undertakes to replace the vehicle with a similar vehicle within a period of 48 hours.
- **The attached PRICING SCHEDULE SBD 3.3 must be completed** in this regard stating the rate/km as well as rate/month in respect of both trucks and 4 x 4 LDV. Only rate per km applicable to 4x2 LDV.
2.7. **Use of SANParks vehicles**

SANParks vehicles such as all-terrain fire fighting vehicles, tankers and light delivery vehicles will be driven by both SANParks and certain contractor staff. Any of the above staff handling these vehicles and equipment have to be qualified and trained by a registered training institution, the cost of training of the contractor staff to be borne by the tenderer.

3. **PRE-QUALIFICATION REQUIREMENTS**

3.1. **Crew Composition**

Crews shall comprise crew leaders/Fire Bosses, drivers and fire fighters, all certified by a registered training institution, following completion of annual training programmes. All crew members are to have completed a Basic Veld and Forest Fire Fighting Course, whilst personnel in a supervisory capacity are to have completed the relevant Crew Leader Type 1/Fire Boss/Incident Commander Type 5 Course. Failure to provide proof in this regard will invalidate the tenderer’s offer.

Acceptance of a tender will furthermore also be conditional on the availability during working hours, on occasion and by prior arrangement, of crews provided by the tenderer for fire fighting duties, for further training, the cost of which is to be borne by the tenderer. The need for further training, especially with regard to helicopter assistance, (e.g. trooping of fire fighters and water bombing on the fire line) will be determined by the Manager Fire who will inform the tenderer of such training in due course. Further training required with regard to helicopter assistance will not be for the tenderer’s cost.

3.2. **Operational Requirements**

Trained and experienced crews, adequately equipped for the performance of after-hours standby and/or firefighting duties and of which the strength in numbers may require to be increased up to ±45 as the fire season progresses, will be required at five fire bases within the Table Mountain National Park (TMNP), namely Klaasjagersberg, Newlands, Kloofnek, Tokai and Silvermine.

The numerical strength of crews required to do standby at the abovementioned depots within the TMNP may vary as a result of change in weather conditions. The Manager Fire, SANParks will therefore inform the successful tenderer by not later than 16H00 on a Thursday as to the standby requirements for the following week. The tenderer will be required to submit an attendance register containing the names of the crew members who will do standby for that specific period, to the Manager Fire, SANParks by not later than 14H00 on the Friday (and should the Friday be a public holiday, then on the day before).

Over and above the standby crews, a back-up crew of ±30 trained members should be available to be called upon if required. The tenderer shall be responsible for feeding these crews at regular intervals whilst deployed at a fire situation.

Firefighting crews on standby at the abovementioned fire bases will consist of a crew leader, drivers and fire fighters from where it will immediately be dispatched as soon as details of a fire is received by the Newlands Dispatch Centre.

The Contractors Fire Boss must be on standby at his residence and must ensure response with minimum delay. The Fire Boss will be informed by the Incident Commander of the incident and will be required to respond using his own vehicle.
Firefighting crews will be on standby when the Fire Danger Index (FDI) exceeds 46 i.e. yellow, orange and red days. Should the FDI be below 46, i.e. blue or green the team will be allowed to stand down with the permission of the Incident Commander, SANParks.

Prescribed and stack burning will take place according to procedures as detailed in the Fire Management Plan. The Manager Fire will give the tenderer 24 hours’ notice of its intention to undertake a prescribed/stack burn during which time the tenderer shall arrange for additional crews, the number of such crews to be determined by the Manager Fire.

3.3. Protective Clothing Requirements For Fire Fighters

The tenderer shall ensure that all crewmembers are adequately equipped, in terms of protective clothing, for the performance of fire fighting duties.

The minimum protective clothing requirements for fire fighters are:

**Basic fire fighter**

- One/two piece cotton overall
- A cotton T-shirt to act as a second layer
- Ankle length leather boots (without steel toe caps)
- Leather gloves
- Fireman’s goggles
- Backpack
- 1 Litre water bottle complete with pouch

**Driver/Crew Leader**

- One/two piece cotton overall
- A cotton T-shirt to act as a second layer
- Ankle length leather boots (without steel toe caps)
- Leather gloves
- Fireman’s goggles
- Backpack
- 1 litre water bottle complete with pouch
- Flash-light with spare batteries

3.4. Compliance with Legislation

The tenderer shall comply with all laws relating to the operation of a commercial undertaking with regard to wages, hours and conditions generally governing the employment of labour. Note should also be taken of Social Investment. The tenderer shall furthermore confirm that he/she is properly registered with the relevant statutory authority required by current legislation governing the TMNP, including but not necessarily limited to:

**The Unemployment Insurance Fund**
- The Workman's Compensation Fund
- The Receiver of Revenue for PAYE
- The Receiver of Revenue as a tax payer
- The Receiver of Revenue for Value Added Tax

4. OCCUPATIONAL HEALTH AND SAFETY ACT

To comply with the requirements of legislation, the tenderer is required to sign the attached Annexure C. This Annexure will take effect when the tender is awarded to the successful tenderer.
5. **INJURIES OR DAMAGE TO CONTRACTOR’S PERSONNEL, VEHICLES ETC.**

It is to be clearly understood that in event of injury or damage to the tenderer’s personnel, vehicles or equipment, no claim for damages or responsibility will be accepted by SANParks.

6. **SITES TO BE SERVICES**

SANParks approve the appointment of a suitable, experienced and capable tenderer to deliver services to the following site(s) not limited to the below indicated park(s) as and when a need arise or per the arrangement made with each park management:

<table>
<thead>
<tr>
<th>Item</th>
<th>Parks</th>
<th>Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Table Mountain</td>
<td>Cape Town</td>
</tr>
</tbody>
</table>

7. **PROJECT OR CONTRACT PERIOD (TIMEFRAME)**

The duration of this service will be for a period of Three (03) years contract. SANParks will consider the extension of the contract for an additional period of 12 months depending on the quality of service rendered by the contractor during the period of the contract.

8. **BID EVALUATION SCORING CRITERIA**

This document is issued in terms of the SANParks Supply Chain Management Policy and sets out the criteria for the evaluation of bids in a uniform scoring methodology aligned to the National Treasury Regulations and the Preferential Procurement Regulations.

9. **SUBMISSION OF BIDS**

Bidders are required to submit One (01) original plus One (01) copy of the bid document.

SANParks may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information within 2 working days or unless otherwise indicated after the request has been made; otherwise the bidder may be disqualified.

10. **FINANCIAL CONSIDERATION**

**Labour Costs**

Only prices stated as firm for the duration of the tender or subject to an annual escalation will be considered and should comprise a breakdown in schedule format of costs in respect of standby duties and for duties performed during and after working hours respectively, as far as rates in respect of different designations within a crew are concerned. Normal working hours shall mean 9, 0 hours per day (plus half an hour lunch time) from Monday to Thursday and 7, 5 hours on a Friday, totalling 43, 5 hours per week.

In this regard, as well as in respect of transport and ration costs, the attached PRICING SCHEDULE SBD 3.3 must be completed, bearing in mind the following aspects:

Standby duty periods will cover a week, i.e. from 15H30 on a Friday afternoon to 07H30 the following Friday, with standby shifts during the week commencing at 17H00 and terminating at 07H30 the following morning. The total number of standby hours per week will amount to 122.0. Normal working hours will come into effect, following the completion of standby night shifts at 07H30.
Overtime will be paid according to the Basic Conditions of the Employment Act 1977 (BCEA) at 1,5 times the normal wage and will only be paid after completion of the total working hours (43.5 hours per week). Work performed outside normal working hours i.e. between the hours 17H00 and 07H30 Monday to Thursday; after 16H30 on a Friday and on a Saturday will be paid at the normal daily rate, work performed on Sundays and public holidays will be paid at 1.5 times the normal wage as per the PRICING SCHEDULE SBD 3.3. Actual hours overtime worked will be deducted from the standby hours and will be calculated at the rate specified in the attached PRICING SCHEDULE SBD 3.3. Please take note that for call outs less than 1 hour no overtime will be paid.

Labour costs for the period of the contract are subjected to an annual increase (to be determined by agreement between SANParks and the successful tenderer) but not exceeding the CPI increase as determined by Statistics South Africa.

The Contractor will use its own vehicles for transport as and when required during an emergency and SANParks will be liable for the transport costs as set out in the PRICING SCHEDULE SBD 3.3.

Rations (1 x double) to be supplied by the Contractor, when crews are required to overnight at the fire and (1 x single ration) every six hours during extended attack at the tariff provided for in the PRICING SCHEDULE SBD 3.3.

The Contractor will use its own equipment, e.g. chainsaws, brush cutters and weed eaters to prepare areas for prescribed and stack burning operations at the tariff provided for in the PRICING SCHEDULE SB 3.3, as and when required.

11. EVALUATION PHASES

The received bid proposals will be evaluated in different phases in order to arrive at the final phase of bid award, and the phases will be as follows:

11.1 PHASE ONE (01): MANDATORY / MINIMUM REQUIREMENTS SCREENING

In this phase All bids received will be verified for compliance and completeness of the submitted proposal per the below set of mandatory requirements. Bidders who fail to comply with the below requirements WILL be eliminated and bidders who comply with the below progress to the next phase of technical evaluation.

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.
- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of an Original Valid Tax Clearance Certificate (SBD 2) – Bidders whom their Tax matters are not in order and no proper arrangements have been made with SARS to meet their tax obligations will not be considered for this bid. 7 days from the bid closing date is afforded to any bidder who already made necessary arrangements with SARS (attached proof as obtained from SARS Branch) of when the necessary arrangements have been made to meet your Tax obligation and be issued with Tax certificate. Failure to submit a valid and original Tax Clearance within 7 days after the bid closing date, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered for further evaluation.
- Submission of fully completed Pricing Schedule (Professional Services – SBD 3.3). bidders should complete and sign SBD 3.3 for services only.
• Submission of fully completed SBD 4 (Declaration of Interest),
• Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers, Accredited Registers Auditors – IRBA and Procurement Regulation 2011 compliant letter issued by the Accounting Officer. Any copies submitted in this case should be certified.
• Submission of fully completed Contract Form (Rendering of Services – SBD 7.2). In case of rendering of services, bidders should complete and sign SBD 7.2 for services only. Bidders to complete and sign PART ONE (01) only.
• Submission of fully completed SBD8 (Declaration of Bidders Past SCM Practice),
• Submission of fully completed SBD9 (Certificate of Independent Bid Determination),
• Business Registration Certificate e.g. CK 1, certificate of incorporation
• Attach Letter of Good Standing
• Familiarise yourself and Initial every page of the General Condition of Contract
• **Crews shall comprise crew leaders/Fire Bosses, drivers and fire fighters, all certified by a registered training institution, following completion of annual training programmes. All crew members are to have completed a Basic Veld and Forest Fire Fighting Course, whilst personnel in a supervisory capacity are to have completed the relevant Crew Leader Type 1/Fire Boss/Incident Commander Type 5 Course. Failure to provide proof in this regard will invalidate the tenderer’s offer.**

NB: Any bidders who did not sign and submit any of the requested documents may be disqualified.

11.2 PHASE 2: DETAIL EVALUATION CRITERIA AND POINT ALLOCATION

In this phase All bids that meet all the requirements in terms of compliance and completeness of the submitted proposal per the above set of mandatory requirements on Phase One (01) progress to Phase Two (02) for further evaluation per the evaluation criteria set below.

Bidders who fail to comply with the below requirements WILL be eliminated.

All bidders who complied with the mandatory / minimum requirements progress to the technical evaluation phase for further evaluation per the below set criteria.
<table>
<thead>
<tr>
<th>No</th>
<th>Functionality criteria</th>
<th>Weighting factors</th>
<th>Points</th>
<th>Documents to be submitted for evaluation purposes</th>
<th>Points allocation</th>
</tr>
</thead>
</table>
| 1  | Appropriate capacity (staff & equipment) as well as relevant experience to meet requirements in terms of the Scope of Work for this project                        | 40                | 5      | Minimum of 5 years’ experience in firefighting services preferably within the Fynbos biome  
Minimum requirements in terms of staff capacity on hand or readily available (e.g. 01 Fire Boss; 06 crew leaders; 11 drivers and 75 firefighters)  
Trained and experienced crews adequately equipped for the performance of standby and/or firefighting duties both during and after working hours  
Crews’ familiar with Table Mountain National Park and surrounding areas  
Bidder should have the required vehicles and equipment to attend to firefighting services (see par. 2.6 of the specification for more information on this requirement)                                                                 |
|    |                                                                                                                                                                |                   |        | 1 = Bidder did not indicate capacity, capability and relevant experience to have executed any of the indicated requirements per the scope of work.  
2 = Bidder meets some (less than 50%) but not all the requirements in terms of capacity/capability, but has less than 2 years relevant experience  
3 = Bidder meets some (less than 50%) but not all the requirements in terms of capacity/capability, but has 3-5 years relevant experience.  
4 = Bidder meets most (more than 50%) of the requirements in terms of capacity, but has between 3-5 years relevant experience.  
5 = Bidder meets most or all of the requirements in terms of capacity and has 5 or more years relevant experience |

Information in respond to this criteria should be placed under Annexure “T” or “20” labeled as “Bidder Capacity and Experience”
<table>
<thead>
<tr>
<th>No</th>
<th>Functionality criteria</th>
<th>Weighting factors</th>
<th>Points</th>
<th>Documents to be submitted for evaluation purposes</th>
<th>Points allocation</th>
</tr>
</thead>
</table>
|    | Relevant References                                                                     | 10                | 5      | List of at least 5 (five) contactable / traceable references that you are:  
* Currently engaged with  
* Provided services to in the past  
NB: Proven record of firefighting services for a client with similar dissemination as SANParks. Reference letters / appointment letters as obtained from the organisations in which projects were executed to be attached. | 1 = 1 relevant reference supported by a contactable reference letter |
| 2  | Information in response to this criteria should be placed under Annexure “U” or “21” labeled as “Relevant References of the Bidder” |                   |        |                                                                                             | 2 = 2 relevant reference supported by a contactable reference letter |
|    |                                                                                         |                   |        |                                                                                             | 3 = 3 relevant reference supported by a contactable reference letter |
|    |                                                                                         |                   |        |                                                                                             | 4 = 4 relevant reference supported by a contactable reference letter |
|    |                                                                                         |                   |        |                                                                                             | 5 = 5 relevant reference supported by a contactable reference letter |
|    | Experience and qualification of the required crews in relation to the project.          | 40                | 5      | Crews shall comprise crew leaders Type 1/Fire Bosses/Incident Commander Type 5, drivers and fire fighters, all certified by a registered training institution, following completion of annual training programmes.  
All crew members are to have completed a Basic Veld and Forest Fire Fighting Course, whilst personnel in a supervisory capacity are to have completed the relevant  
Crew Leader Type 1/Fire | 1 = Only supervisory level employees (Fire Boss and crew leaders) in place or readily available. Not all drivers and crew members in place and less than 50% have the required skills, training and experience to perform required function for this scope of works |
| 3  | Information in respond to this criteria should be placed under Annexure “V” or “22” labeled as “Experience and qualifications of the bidder in terms of different crew members in relation to firefighting services” |                   |        |                                                                                             | 2 = Supervisory level employees, drivers and crew members readily available, but less than 50% of the members have the required skills, training and experience to perform required functions for this scope of works |
|    |                                                                                         |                   |        |                                                                                             | 3 = All staff (supervisory, drivers and crew members) readily available and in place and have most of the required skills, training and experience |
Boss/Incident Commander Type 5 Course.

Some crew members to have completed training as chainsaw and brush cutter/weed eater operators

All drivers to provide proof of driver competence, fitness and appropriate licensing which includes Public Driver Permit (PDP)

4 = All staff (supervisory, drivers and crew members) readily available and in place and have most of the required skills, training and experience to perform functions for this scope of works. 50% of the staff have between 3 – 5 years relevant experience

5 = Most or all staff readily available or in place and have all of the required skills, training and experience to perform required functions for this scope of work. Majority of the staff have more than 5 year’s relevant experience.

<table>
<thead>
<tr>
<th>No</th>
<th>Functionality criteria</th>
<th>Weighting factors</th>
<th>Points</th>
<th>Documents to be submitted for evaluation purposes</th>
<th>Points allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Company Profile</td>
<td>10</td>
<td>5</td>
<td>Company profile to indicate the track record of experience in implementing similar projects, relevance to company’s core business and reputation with clients as well as the capacity of the company in terms of intellectual capacity relevant to the project in question - organogram</td>
<td>1 = No Company profile is attached</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3 = Company profile attached, but the profile does not give any information showing the strength of the company to be able to meet or execute the scope of work</td>
<td>5 = Company profile is attached and it gives indication of the company’s strength to be able to execute the scope of work in question. Previous projects executed and qualified personnel to be able to execute the project</td>
</tr>
<tr>
<td></td>
<td>Total Score</td>
<td>100</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
12. QUALIFICATION THRESHOLD TO PROGRESS TO THE NEXT PHASE OF EVALUATION

Threshold – Bidders must achieve 70% per the above criteria for consideration to the final stage evaluation of price and preference – B-BBEE claim point’s information.

PHASE 3: EVALUATION OF BID RESPONSES USING THE PRICE AND B-BEEE SCORES

All bidders who achieved 70% and more of the set minimum threshold from the technical evaluation phase progresses to this final phase of Price and Preference (BEE Score) points allocation systems for the recommendation of the successful bidder.

NB: Bidder who obtains highest total points on PRICE and B-BBEE claimed points shall be awarded the contract. SANParks reserves the right not to appoint or to appoint one or more service providers for this project.

EVALUATION CRITERIA AND WEIGHTING:

The RFB stipulated that the responses to be evaluated using the 90/10 preference points system in accordance with the PPPFA guidelines. Based on this system the points will be allocated as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>90</td>
</tr>
<tr>
<td>Participation Goals/BEE</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

EVALUATION FORMULA

The following formula will be applied to calculate the scores:

**Price Formula**

The following PPPFA formula was used to evaluate the price proposals submitted by bidders, this formula was used because price was the only criterion that was scored i.e. the whole 90 points were allocated to price as per par. 10.1 of this submission.

\[
PS = 90 \left(1 - \frac{Pt}{Pmin}\right)
\]

Where:

- \(PS\) = Points scored for price of the bid under consideration.
- \(Pt\) = Rand value of bid under consideration.
- \(Pmin\) = Rand value of lowest acceptable bid

13. FINAL AWARD

Bidder who obtains highest total points on PRICE and B-BBEE claimed points shall be awarded the contract. SANParks reserves the right to appoint one or more service providers for this project.
14. GENERAL TENDER REQUIREMENTS

1. The tender must be submitted on the attached document titled “INVITATION TO BID SBD 1”. Information and documentary proof as required must be attached as set out in the Special Conditions of Contract. Should the tenderer not comply with these requirements and format then South African National Parks (hereafter referred to as “SANParks”) may deem the tenderer not to be in compliance with these requirements and the tenderer may be disqualified and his/her tender excluded from further consideration.

2. All costs and expenses resulting from the tenderer’s attendance at meetings and site inspections shall be borne by the tenderer.

3. The tenderer may not make any on-site inspections without the approval of the Manager Fire, SANParks.

4. The tenderer should submit a ‘bona fide’ tender, intended to be competitive and not fix or adjust the tender by or under or in accordance with any agreement or arrangement with any third party. The tenderer is also obliged to ensure that it has not and will not at any time before the hour and date for the lodgement of this tender, do any of the following acts:

4.1 Communicate to any person the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the amount of this tender was necessary for the preparation of the tender.

4.2 Offer, pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this tender any act or deed of the sort described above; and

4.3 Commit any act or omission that would be contrary to the Competition Act 89 of 1998 and notices and regulations published in terms of the Act or contrary to the Harmful Business Practices Act 71 of 1988. In the aforementioned context the word “person” includes any persons or anybody or association, corporate or otherwise; and “any agreement or arrangement” includes any transaction, formal or informal, and whether legally binding or not.

5. The tenderer must submit a full, complete and best tender in the first instance. The tenderer may submit any alternative offer to the main offer.

6. The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the INVITATION TO BID SBD 1 and the annexures.

7. All BIDDING FORMS attached to this notice must be completed and submitted by tenderer.

8. Evaluation of the tenderers’ company capacity profile will be done according to the criteria as per Table 1. Tenderers who fail to score a minimum of 70 points out of a possible 100 points on the capacity profile criteria will not be legible for further consideration.

9. The tenderer must carefully study this invitation to tender and should obtain all other information or independent advice that he may require to enable him/her to submit his/her tender. SANParks will entertain no claims of any nature arising out of or resulting from the tenderer’s failure to do so. The tenderer is advised to read these documents as a whole and it should not be treated in isolation. In particular, the tenderer should take care not to split the documentation so that different people who may thus be unaware of important information contained elsewhere in these documents may deal with parts.
10 He/she must satisfy him/herself before tendering as to the correctness and sufficiency of his/her tender to cover all of his/her obligations under any contract that may result from the tender.

11 The SANParks does not bind itself to accept the lowest tender or highest as the case may be, or any tender, but reserves the right to take all information pertaining to the tender into account and to accept or reject any tender in whole or part. If, however, all submissions are rejected, the SANParks may re-solicit.

In addition should the process not reach the results desired in the objectives, SANParks reserve the right to abandon all further engagements.

12 Information and prices received from individual tenderers will be treated as strictly confidential and will not be divulged to any person.

13 Tenderers will be advised in writing of their success or failure in securing the award of this tender.

14 The tenderer understands and accepts that SANParks has the right, after tenders are opened, and before a contract is awarded, to enter into negotiations and discussions with one or more tenderers with a view to clarify, improve or amend any particular tender.

15 The tenderer is to note that no undertakings, suggestions or implications during the process of negotiations between the tenderer and SANParks to the effect that the tenderer's tender has been or is likely to be accepted by SANParks, will result in a contract coming into existence. A contract will only come into existence when the duly authorized representatives of the tenderer and SANParks sign the formal contract envisaged in clause 1 of the Special Tender Conditions, or when, pending the signature of the formal contract, the tenderer’s tender is formally and unequivocally accepted in writing by a representative of SANParks duly authorized by a specific board resolution.

16 Tenderers are advised to ensure that the tender submitted in first response to this tender invitation contains their best possible offer to SANParks and SANParks reserves the right to disregard any subsequent variations to the said tender.

17 The decision of SANParks is final and binding.

15. SPECIAL CONDITIONS OF CONTRACT

1. AGREEMENT

Successful tenderers will be expected to enter into an Agreement with SANParks. The contract will include a Service Level Agreement. Where a tender is submitted which incorporates the tenderer’s standard conditions of tender/sale, such conditions shall be deemed to have been renounced by the tenderer.

2. PERIOD OF CONTRACT

SANParks will consider the extension of the contract for an additional period of 12 months depending on the quality of service rendered by the contractor during the period of the contract.

3. LIABILITY FOR LOSS OR DAMAGE

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

3.2 The tenderer shall be responsible for repairs to SANParks’ property caused by the tenderer’s employees during the contract period.

4. **INDEMNITY**

The successful tenderer shall be deemed to have indemnified SANParks and shall keep SANParks indemnified against all actions, proceedings, claims, demands, damages and expenses which may be levied or made against SANParks, or which SANParks may sustain or incur by reason of any injury to persons or property, arising directly or indirectly out of any action by the successful tenderer or his agents in the execution of the tender.

5. **INSURANCE**

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

6. **PERIOD FOR WHICH TENDER HOLDS GOOD**

The submission to SANParks of a tender shall be deemed to constitute an agreement between the tenderer and SANParks, whereby such tender shall remain open for acceptance by SANParks for a period of 90 (ninety) days from the closing date of the tender during which period the tenderer agrees not to withdraw the same or impair or derogate from its effect. The tenderer agrees that notwithstanding any negotiations that may take place during the period between the closing date and the date of award of the contract, the tender, as amended by such negotiations, shall not lapse and shall remain a valid offer capable of being accepted by SANParks. During this period, any written acceptance by SANParks will, subject to the terms of such written acceptance, result in a contract coming into existence between the tenderer and SANParks.

7. **SOCIAL INVESTMENT**

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

8. **SUBLETTING OF TENDERS**

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

9. **BREACH OF A TENDER**

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

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

11. TERMS AND CONDITIONS OF SPECIFICATION

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

18. CONTACTABLE OFFICIALS FOR CLARIFICATION

All technical and bid documentation enquiries can be addressed to Mrs Eldah Phathwa at Tel: 012 426 5260 or Eldah.phathwa@sanparks.org
ANNEX A: BID INVITATION

- This section refers to page 1 to 10 of the bid document.
**ANNEX B: SARS TAX CLEARANCE CERTIFICATE OR SBD2**

- An original and valid SARS Tax Clearance Certificate must be furnished, OR
- SBD2 Tax Clearance Certificate Requirement (if Original and Valid Tax Clearance Certificate above is not submitte
ANNEX C: SBD3.3 PRICING SCHEDULE – PROFESSIONAL SERVICES

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ............................................................................................................................ BID NO: ..............................
CLOSING TIME: .............................

OFFER TO BE VALID FOR 60 (SIXTY) DAYS FROM THE CLOSING DATE OF BID.

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX</th>
</tr>
</thead>
</table>
1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION  | HOUFLY RATE | OVERTIME RATE AT 1, 5 TIMES
| NORMAL WORKING HOURS | NORMAL WAGE SUNDAYS AND PUBLIC HOLIDAYS |

<table>
<thead>
<tr>
<th>PERSON</th>
<th>RATE/HOURLY</th>
<th>RATE/OVERTIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRE BOSS</td>
<td>R.............</td>
<td>R-------------</td>
</tr>
<tr>
<td>CREWLEADER</td>
<td>R.............</td>
<td>R-------------</td>
</tr>
<tr>
<td>DRIVER</td>
<td>R.............</td>
<td>R-------------</td>
</tr>
<tr>
<td>FIRE FIGHTER</td>
<td>R.............</td>
<td>R-------------</td>
</tr>
</tbody>
</table>

(Overtime payment will be in accordance with the BCEA 1997)

5. STANDBY DUTY RATE PER HOUR

(122,0 hours per week – from 15h30 on Friday to 07h30 the following Friday with night shifts during the week commencing at 17h00 and terminating at 07h30 the following morning)

<table>
<thead>
<tr>
<th>PERSON</th>
<th>RATE/HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRE BOSS</td>
<td>R---------</td>
</tr>
<tr>
<td>CREWLEADER</td>
<td>R---------</td>
</tr>
<tr>
<td>DRIVER</td>
<td>R---------</td>
</tr>
<tr>
<td>FIRE FIGHTER</td>
<td>R---------</td>
</tr>
</tbody>
</table>

5.1 Travel expenses (specify, for example rate/km). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE/KM</th>
<th>RATE/M</th>
</tr>
</thead>
<tbody>
<tr>
<td>(e.g. type of vehicle)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>R.........</td>
<td>R........</td>
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<tr>
<td></td>
<td>R.........</td>
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<td>R.........</td>
<td>R..........</td>
</tr>
<tr>
<td></td>
<td>R.........</td>
<td>R..........</td>
</tr>
</tbody>
</table>

5.2 Other expenses, for example supplying of rations during periods of extended fires. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE/RATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>R........,...</td>
</tr>
<tr>
<td></td>
<td>R........,...</td>
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<tr>
<td></td>
<td>R........,...</td>
</tr>
<tr>
<td></td>
<td>R........,...</td>
</tr>
</tbody>
</table>
6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative: .................................................................
2.2 Identity Number: .................................................................................................................
2.3 Position occupied in the Company (director, trustee, shareholder²): .................................
2.4 Company Registration Number: ............................................................................................
2.5 Tax Reference Number: ......................................................................................................
2.6 VAT Registration Number: ..................................................................................................
2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

   Name of person / director / trustee / shareholder/ member: ..............................................
   Name of state institution at which you or the person connected to the bidder is employed: ..............................................
   Position occupied in the state institution: .................................................................
Any other particulars:

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

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

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

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

………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.8.1 If so, furnish particulars:

………………………………………………………………
………………………………………………………………
……………………………………………………………..

2.9 Do you, or any person connected with the bidder, have YES / NO 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?

2.9.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
……………………………………………………………..

2.10 Are you, or any person connected with the bidder, YES/NO aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

………………………………………………………………
………………………………………………………………
………………………………………………………………
3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**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

May 2011
ANNEX E: SBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the……………………………system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(c) Price; and
(d) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
2.4 “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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

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

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

5.1 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

\[
P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

- \(P_s\) = Points scored for comparative price of bid under consideration
- \(P_t\) = Comparative price of bid under consideration
- \(P_{\text{min}}\) = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.
Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other Enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION Claimed in terms of Paragraphs 1.3.1.2 and 5.1

7.1 B-BBEE Status Level of Contribution: …………. = ……………(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i)  what percentage of the contract will be subcontracted? .................................%

(ii) the name of the sub-contractor? .................................................................

(iii) the B-BBEE status level of the sub-contractor? .................................

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm .................................................................................. :
9.2 VAT registration number : .................................................................

9.3 Company registration number : ...........................................................

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .................................

9.8 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-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution 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 –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) 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;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

(e) forward the matter for criminal prosecution
WITNESSES:

1. ...........................................

2. ...........................................

ADDRESS:.................................
............................................
............................................

SIGNATURE(S) OF BIDDER(S)

DATE:.................................
ANNEX F: BBBEE CERTIFICATES

| NB: Bidder(s) is requested to attach their valid and original or certified B-BBEE Preferential point claim certificate to be eligible for points claimed. Certificate must be issued by SANAS Accredited agency. |

---
ANNEX G: SBD 7.2: CONTRACT FORM RENDERING OF SERVICES

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, viz
       - Invitation to bid;
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Filled in task directive/proposal;
       - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
       - Declaration of interest;
       - Declaration of bidder’s past SCM practices;
       - Certificate of Independent Bid Determination;
       - Special Conditions of Contract;
   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)……………………………..
CAPACITY……………………………..
SIGNATURE……………………………..
NAME OF FIRM……………………………..
DATE……………………………..

WITNESSES

1 ………………………………..
   ………

2 ………………………………..

Invitation to Bid / SANParks / Fire Fighting Services – Table Mountain N. Park: GNP-006-14
## CONTRACT FORM - RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…………………………………………….in my capacity as………………………………………… accept your bid under reference number ………………dated………………………… for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>COMPLETION DATE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
</tr>
</thead>
</table>

I confirm that I am duly authorised to sign this contract.

Signed at …………………………………………… ON…………………………………………

NAME (PRINT)…………………………………………

SIGNATURE…………………………………………

OFFICIAL WITNESSES

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<th>WITNESSES</th>
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Invitation to Bid / SANParks / Fire Fighting Services – Table Mountain N. Park: GNP-006-14 Page 44 of 69
ANNEX H: SBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN PRACTICES

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 4.2  | 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)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes | No |
| 4.2.1| If so, furnish particulars:                                               |     |    |

<p>| 4.3  | 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? | Yes | No |
| 4.3.1| If so, furnish particulars:                                               |     |    |</p>
<table>
<thead>
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<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
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</table>

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)…………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………...        …………………………..
Signature                             Date

……………………………………….                    …………………………..
Position        Name of Bidder

Js365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1  This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2  Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3  Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4  This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5  In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

________________________________________________________________________

(Name of Institution)
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_______________________________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, 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

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 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.
8. 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.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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.

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

Signature Date

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

Position Name of Bidder

Js914w 2
ANNEX J: ATTACH COMPANY PROFILE

- Attached company profile at this section or annexure.
ANNEX K: COMPANY REGISTRATION DOCUMENTS (CIPC/CIPRO)

- Certified copies (copy with original stamp) of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of a close corporation
- Certified copies (copy with original stamp) of all latest share certificates, in case of a company
ANNEX L: JOINT VENTURE AGREEMENT

- To provide Joint Venture Agreement signed under Commissioner of Oath.
- To provide above documentation for both companies that form the JV.

**NB: Joint venture agreement and performing the work**
The primary bidder needs to have major responsibilities in this project and both parties need to state their percentage interest in this joint venture. Joint venture is encouraged mainly for developmental purposes.
ANNEX M: CD/DVD/MEMORY STICK – COPY CONTAINING A DIGITAL COPY OF ALL TENDER DOCUMENTS AS PROVIDED IN PRINT
ANNEX N: LIST OF REFERENCE OF RELEVANT SERVICES (PROJECTS)

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH.

Current and Previous Projects of not more than 5 years.

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<th>No</th>
<th>Project/Company name</th>
<th>Extent of contract/relationships</th>
<th>Contact person</th>
<th>Contact number</th>
<th>Contract amount</th>
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Resolution of Board of Directors / Members / Sole Proprietor / Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

__________________________________________________________

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at ______________________________ (place)

On _________________________________ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

________________________________________________________________________________________________________________________

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

to the South African National Parks in respect of the following project:

________________________________________________________________________________________________________________________

(Project description as per Tender Document)

Tender Number: _______________________________________________ (Tender Number as per Tender Document)

2. The Principal Partner of the Joint Venture will be

________________________________________________________________________________________________________________________

(Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

3. *Mr/Mrs/Ms: ________________________________________________

in *his/her Capacity as: ____________________________________________ (Position in the Enterprise)

and who will sign as follows: _______________________________________

be, and is hereby, authorised to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the South African National Parks in respect of the project described under item 1 above.

5. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the South African National Parks in respect of the project under item 1 above:

Physical address: _______________________________
Postal Address: _______________________________

_____________________________ (code)

Telephone number: ___________________________ (code)

Fax number: ________________________________  (code)

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<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
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**Note:**
1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page
ANNEX P: GENERAL CONDITIONS OF CONTRACT

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT

General conditions of bid and conditions of contract

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ✓ or an X) regarding compliance with the requirements. Where necessary, the bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for bidders to complete or answer this part fully; failure to do so result to their bid to be treated as incomplete and shall be disqualified. Refer to paragraph 4 of this document (reasons for disqualification).

1. This bid is subject to the General Conditions of Contract stipulated below. Accept Do not accept

2. The laws of the Republic of South Africa shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction. Accept Do not accept

3. SANParks shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder’s proposal or to select any proposal, or to discuss the reasons why such vendor’s or any other proposal was accepted or rejected. Accept Do not accept

4. SANParks may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified. Accept Do not accept

5. In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value. Accept Do not accept
In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.

Accept  Do not accept

SANParks reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.

Accept  Do not accept

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.

Accept  Do not accept

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.

Accept  Do not accept

Where applicable, SANParks reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.

Accept  Do not accept

SANParks reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors’ capabilities to meet the requirements specified in the RFP and supporting documents.

Accept  Do not accept

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.

Accept  Do not accept

The bidder should not qualify the proposal with own conditions. **Caution:** If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.
14

Should the bidder withdraw the proposal before the proposal validity period expires, SANParks reserves the right to recover any additional expense incurred by SANParks having to accept any less favourable proposal or the additional expenditure incurred by SANParks in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.

Accept | Do not accept

15

Delivery of and acceptance of correspondence between the SANParks and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.

Accept | Do not accept

16

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SANParks shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.

Such cancellation shall mean that SANParks reserves the right to award the same proposal to next best bidders as it deems fit.

Accept | Do not accept

17

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.

Accept | Do not accept

18

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by SANPARKS signatory and added to this RFP as an addendum.

Accept | Do not accept
Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.

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Bidders who make use of subcontractors.

The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. A vendor which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 25% of the contract to a non-HDI entity. No separate contract shall be entered into between SANParks and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

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All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.

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No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.

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Evaluation of Bids shall be performed by an evaluation panel established by SANParks.

Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for BBBEE (according to the PPPFA) is 20.

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If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.

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<th>Accept</th>
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The bidders’ response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract. **Accept** | **Do not accept**

Should the evaluation of this bid not be completed within the validity period of the bid, SANParks has discretion to extend the validity period. **Accept** | **Do not accept**

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period. **Accept** | **Do not accept**

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used. **Accept** | **Do not accept**
ANNEX Q: RECORD OF ADDENDA ISSUED TO BIDDERS BEFORE THE BID CLOSING DATE

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his representative before the closing date for submission of this tender offer have been taken into account in this tender offer.

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<tr>
<th>ADDENDUM NO</th>
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SIGNATURE: ....................................................... DATE: ......................
(of person authorized to sign on behalf of the Tenderer)
ANNEX R: COMPULSORY CLARIFICATION MEETING CERTIFICATE

NB: Bidder(s) are requested to bring along this certificate form to the clarification meeting.

Compulsory Clarification Session Certificate

This is to certify that I,

____________________________________________________________________representing
__________________________________________________________________________________in the company
of __________________________________________________________________________________ visited the
site on __________________________.

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I
further certify that I am satisfied with the description of the work and explanations given at the site
inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the
execution of this contract.

<table>
<thead>
<tr>
<th>Name Tenderer’s Representative</th>
<th>Position</th>
<th>Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Date</th>
</tr>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Name of Employer’s Representative</th>
<th>Signature</th>
<th>Date</th>
</tr>
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<tbody>
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</table>
ANNEX S: ATTACH LETTER OF GOOD STANDING

NB: Bidder(s) are requested to attach in this annexure a letter of Good Standing
ANNEX T: APPROPRIATE CAPACITY (STAFF AND EQUIPMENT)

NB: Bidder(s) are requested to attach in this annexure any documents, information or answers to this evaluation criteria.

| Appropriate capacity (staff & equipment) as well as relevant experience to meet requirements in terms of the Scope of Work for this project |


ANNEX U: RELEVANT REFERENCES

NB: Bidder(s) are requested to attach in this annexure any documents, information or answers to this evaluation criteria.

| List of at least 5 (five) contactable / traceable references |
ANNEX V: EXPERIENCE AND QUALIFICATION OF THE REQUIRED CREWS IN RELATION TO THE PROJECT

NB: Bidder(s) are requested to attach in this annexure any documents, information or answers to this evaluation criteria. **Experience and qualification of the required crews in relation to the project**
## BID RESPONSE SCHEDULE OF ALL RETURNABLE DOCUMENTS

Very important: Bidders are requested to arrange their bid proposal and attach all returnable documents in the following sequence. This will enable the evaluation committee to easily find your response for ease evaluation.

<table>
<thead>
<tr>
<th>Item No.:</th>
<th>Description of the returnable document</th>
<th>Annexure where the document should be placed / attached</th>
<th>Are the documents attached as indicated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>SBD 1 : Bid Invitation</td>
<td>Annexure A or 1</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>SBD 2 : Tax Clearance Certificate</td>
<td>Annexure B or 2</td>
<td>Yes</td>
</tr>
<tr>
<td>3.</td>
<td>SBD 3.3 : Professional Pricing Schedule</td>
<td>Annexure C or 3</td>
<td>Yes</td>
</tr>
<tr>
<td>4.</td>
<td>SBD 4 : Declaration of Interests</td>
<td>Annexure D or 4</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>SBD 6.1: Preference Points Claim Form</td>
<td>Annexure E or 5</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>B-BBEE Certificate – Original or Certified copies</td>
<td>Annexure F or 6</td>
<td>Yes</td>
</tr>
<tr>
<td>7.</td>
<td>SBD 7.2 : Contract Form – Rendering of Services</td>
<td>Annexure G or 7</td>
<td>Yes</td>
</tr>
<tr>
<td>8.</td>
<td>SBD 8: Declaration of bidder’s Past Supply Chain Practices</td>
<td>Annexure H or 8</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>SBD 9: Certificate if Independent Bid Determination</td>
<td>Annexure I or 9</td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td>Attach Company Profile</td>
<td>Annexure J or 10</td>
<td>Yes</td>
</tr>
<tr>
<td>11.</td>
<td>Company Registration Documents: Certified copies (Copy with original stamp) of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of a CC. Certified copies (Copy with original stamp) of all latest share certificates, in case of a company.</td>
<td>Annexure K or 11</td>
<td>Yes</td>
</tr>
<tr>
<td>12.</td>
<td>Joint Venture Agreement - To provide signed Joint Venture Agreement signed by all parties involved. The primary bidder needs to have major responsibilities in this project and all parties need to state their percentage interest in this joint venture. Joint venture is encouraged mainly for developmental purposes.</td>
<td>Annexure L or 12</td>
<td>Yes</td>
</tr>
<tr>
<td>13.</td>
<td>CD/DVD: Copy containing a digital copy of all Tender Documents as provided in print.</td>
<td>Annexure M or 13</td>
<td>Yes</td>
</tr>
<tr>
<td>14.</td>
<td>List of traceable references of relevant services. Particulars of commitments which the bidder had previously completed and presently engaged with.</td>
<td>Annexure N or 14</td>
<td>Yes</td>
</tr>
<tr>
<td>15.</td>
<td>Resolution of Board of directors / members / sole proprietor / partners of partnership</td>
<td>Annexure O or 15</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>General Conditions of Contract – every page initialled by the bidder</td>
<td>Annexure P or 16</td>
<td>Yes</td>
</tr>
<tr>
<td>17.</td>
<td>Record of Addenda issued to bidders before the bid closing date</td>
<td>Annexure Q or 17</td>
<td>Yes</td>
</tr>
<tr>
<td>18.</td>
<td>Compulsory clarification meeting certificate. Bidder(s) are requested to sign and get this certificate signed by the SANParks during the clarification meeting. Submit this certificate together with the bid proposal.</td>
<td>Annexure R or 18</td>
<td>Yes</td>
</tr>
<tr>
<td>19.</td>
<td>Letter of Good Standing</td>
<td>Annexure S or 19</td>
<td>Yes</td>
</tr>
<tr>
<td>20.</td>
<td>Appropriate capacity (staff &amp; equipment) as well as relevant experience to meet requirements in terms of the Scope of Work for this project</td>
<td>Annexure T or 20</td>
<td>Yes</td>
</tr>
<tr>
<td>21.</td>
<td>Relevant References</td>
<td>Annexure U or 21</td>
<td>Yes</td>
</tr>
<tr>
<td>22.</td>
<td>Experience and qualification of the required crews in relation to the project.</td>
<td>Annexure V or 22</td>
<td>Yes</td>
</tr>
<tr>
<td>23.</td>
<td>Company profile to indicate the track record of</td>
<td>See Annexure J or 10</td>
<td>Yes</td>
</tr>
<tr>
<td>24.</td>
<td>experience in implementing similar projects, relevance to company’s core business and reputation with clients as well as the capacity of the company in terms of intellectual capacity relevant to the project in question - organogram</td>
<td>Annexure X or 24</td>
<td>Y</td>
</tr>
</tbody>
</table>