



**South African
NATIONAL PARKS**

TERMS OF REFERENCE

**APPOINTMENT OF SERVICE PROVIDER FOR SUPPLY AND
INSTALL “ALLVIEW” FENCE AT VETERINARY WILDLIFE
SERVICES, KIMBERLEY**

RFQ NUMBER:

SANParks-0042-11-21

REQUEST FOR PROPOSAL

RFQ NUMBER:	SANParks-0042-11-21
ADVERTISEMENT DATE:	20 August 2021
CLOSING DATE:	30 August 2021
CLOSING TIME:	12:00pm
BID DOCUMENT DELIVERY ADDRESS:	scmquotations@sanparks.org (Please note that any submissions made to any other email other than the designated email will not be accepted)
COMPULSORY SITE INSPECTION:	25 August 2021, 09:00am - 11:00am (Contact Peter Peters / Rudi Williams for viewing) 97 Memorial Road, Southridge, Kimberley. Google maps
BID VALIDITY PERIOD:	90 days (commencing from the RFQ Closing Date)
TECHNICAL RELATED QUERIES	Rudi Williams (053 802 1900) / (082 887 4058) Rudi.Williams@sanparks.org
SCM RELATED QUERIES	Mpho Masia – mpho.masia@sanparks.org

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

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Where applicable, the successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

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

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

THIS RFQ IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOUTH AFRICAN NATIONAL PARKS)					
BID NUMBER:	SANParks-0042-11-21	CLOSING DATE:	30 August 2021	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF A "ALLVIEW" FENCE AT VETERINARY WILDLIFE SERVICES, KIMBERLEY				
BID RESPONSE DOCUMENTS MUST BE SENT TO THE DESIGNATED EMAIL ADDRESS					
scmquotations@sanparks.org					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mpho Masia	CONTACT PERSON	Rudi Williams		
TELEPHONE NUMBER	012 426 5180	TELEPHONE NUMBER	053 802 1900		
E-MAIL ADDRESS	mpho.masia@sanparks.org	E-MAIL ADDRESS	Rudi.williams@sanparks.org		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

1. PURPOSE

The purpose of this Terms of Reference (ToR) is to invite bidders to submit a quotation for the supply and installation of an “ALLVIEW or Similar” fence at Veterinary Wildlife Services, Kimberley.

2. BACKGROUND

South African National Parks (SANParks) is a public entity functioning under *National Environmental Management: Protected Areas Act 57 of 2003 (Act 57 of 2003)*; with the mandate to conserve; protect; control; and manage national parks and other defined protected areas and their biological diversity (Biodiversity). As a public entity, SANParks is also governed by the *Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999)*, and it is listed as *Schedule 3 Part A: 25 public entities*.

SANParks' operations are totally guided by its vision statement and mission statement. As a public entity, the organisation is committed to act in pursuance of transformation of South Africa's society in support of entrenching South Africa's democracy. In this regard, the organisation has adopted a transformation mission to guide its efforts accordingly.

3. SCOPE OF WORK

The prospective bidder is expected to supply and install an “ALLVIEW or Similar” fence at Veterinary Wildlife Services office in Kimberley situated at 97 Memorial Road (Off N12), South Ridge, Kimberley (Northern Cape).

SANPark’s primary objective is to replace an existing damaged fence with a newly installed “ALLVIEW” fence.

The project will consist of the following elements:

The establishment on site of the Contractors site facilities.

- **Earthworks**

- Excavate, Backfill and Compact
- Soft excavation
- Dispose “Offsite” all surplus / unsuitable material

- **Concrete**

- Installation of concrete etc.

- **Fence**

- Installation of a new “ALLVIEW” fence

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardized Specification, Particular Specification, the order of precedence, unless otherwise specified, is:

- Scope of Work
- Description of the Works
- Project Description
- Bill of Quantities marked **APPENDIX A**
- Occupational Health and Safety Act & Baseline Risk Assessment marked **APPENDIX B**

Drawings:

The drawings prepared by the Employer for the permanent Works applicable to the project are issued with this RfQ document. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

DRAWING No.	DESCRIPTION
VWS/FENCE/1	Site Plan (Fence Layout)
VWS/FENCE/2	Fence Construction Detail

Pricing instructions:

The attached Bill of Quantity (Marked **APPENDIX A**) must be completed in full. The cost needs to be carried over to "Quote" on page 4 of the RFQ.

Note:

- A **30%** retention will be applicable on this project.
- **The final payment (30%) will only be made when confirmation is received by means of a certificate of completion, confirmation by the project manager for the employer, that the works have been completed in accordance with the specified criteria for practical or final completion on the date stated.**
- The extent of the works will be confirmed with the issuing of an official "Purchase Order".
- All appointed Contractor must comply with OHS Act 1993 and Regulations.

Protection of Existing Works

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services.

No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request in writing from the Engineer / Operations Manager the latest available drawings showing the location of services already installed.

The Contractor will also be responsible for contacting the Technical Manager or Operations Manager of the SANParks Veterinary Wildlife Services, arranging meetings and verifying all known, as well as possibly unknown, services on site. The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside Authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's Payment. The Employer will attend to the payment of monies due to outside authorities, should the Contractor not make direct payment timeously.

Tidying Up of the Works

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this project. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work described in this sub-section.

Business requirements

- Letter of Good Standing: In line with the works required
- 1SQ CIDB Grading.
- Safety File

PROJECT SPECIFICATIONS

CONTRACT DATA PROVIDED BY THE EMPLOYER

The General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947) www.saice.org.za.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works, Third Edition, 2015, to which it mainly applies.

The variations to the General Conditions of Contract are:

Clause	Description / Wording
1.1.1	The term “the Engineer” shall be taken to mean “the Employer’s Agent” as defined in clause 1.1.1.16, where “the Engineer” is used in other documentation.
1.1.1.13	The Defects Liability Period is 12 (twelve) months.
1.1.1.14	The time for achieving Practical Completion is 4 weeks ; the time will include the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1). Work must commence within 14 days after the issuing of the Works Instruction.
1.1.1.15	The name of the Employer is: the Chief Executive Officer, SOUTH AFRICAN NATIONAL PARKS represented by The General Manager: Infrastructure & Special Projects and/or such other person or persons duly authorised thereto by the Employer in writing.
1.1.1.16	The name of the Employer’s Agent is: Infrastructure & Special Projects or their successors duly appointed by the Employer.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract .
1.2.1.2	The Employer’s address for receipt of communications and notices is: Physical address: South African National Parks

Clause	Description / Wording
	<p>The General Manager: Infrastructure & Special Projects.</p> <p>643 Leyds Street</p> <p>Muckleneuk</p> <p>Pretoria</p> <p>0002</p> <p>Postal Address:</p> <p>PO Box 787</p> <p>Pretoria</p> <p>0001</p> <p>Telephone: (012) 426 5260</p>
1.2.1.2	<p>The address of the Employer's Agent is:</p> <p>Physical address:</p> <p>South African National Parks</p> <p>The General Manager: Infrastructure & Special Projects.</p> <p>643 Leyds Street</p> <p>Muckleneuk</p> <p>Pretoria</p> <p>0002</p> <p>Postal Address:</p> <p>PO Box 787</p> <p>Pretoria</p> <p>001</p> <p>E-mail: rudi.williams@sanparks.org</p> <p>Telephone: (053) 802 1900</p>
3.1.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <ol style="list-style-type: none"> 1. Clause 3.2.1 Nomination of Employer's Agent's Representative 2. Clause 3.2.4 Employer's Agent's authority to delegate

Clause	Description / Wording
	<p>3. Clause 5.8.1 Non-working times</p> <p>4. Clause 5.11.1 Suspension of the Works</p> <p>5. Clause 5.12.4 Acceleration instead of extension of time</p> <p>6. Clause 6.3.2 Orders for variations to be in writing</p> <p>7. Clause 10.1.1 Contractor's claim</p>
5.2.1	<p>Add: The Employer's Agent will issue a Site Instruction for the planned works. The Contractor must comply to the requirements as set out in clause 5.3.1 and commence the work within 14 days after the Site Instruction.</p>
5.3.1	<p>The documentation to be submitted by the Contractor before commencement with Works execution are:</p> <ol style="list-style-type: none"> (1) Health and Safety Plan (Refer to Clause 4.3) (2) Initial programme (Refer to Clause 5.6)- a program must be submitted for each work order issued (3) Insurance (Refer to Clause 8.6) (4) Occupational Health and Safety Agreement (C1.4 of the Contract Document) (5) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) (6) A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). (7) Proof to the Employer, of payment, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).
5.3.2	<p>(a) The time to submit the documentation required before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.</p>
5.8	<p>Delete the words "between sunrise and sunset" in the first line and replace with "within normal working hours".</p> <p>Add the following:</p> <p>"Normal working hours shall be between 07h00 and 17h00 (season dependant) on weekdays from Monday to Friday and from 07h00 until 13h00 on Saturdays. Note that the parks access</p>

Clause	Description / Wording				
	<p>gates are locked after hours and the Contractor shall make provision for transporting his staff off site in good time. The park seasonal hours are;</p> <table data-bbox="475 331 1120 430" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 0 20px;">Winter: April - September</td> <td>07:00 - 17:00</td> </tr> <tr> <td style="padding: 0 20px;">Summer: October - March</td> <td>06:00 - 18:00</td> </tr> </table>	Winter: April - September	07:00 - 17:00	Summer: October - March	06:00 - 18:00
Winter: April - September	07:00 - 17:00				
Summer: October - March	06:00 - 18:00				
5.8.1	<p>The non-working days are Saturday and Sundays.</p> <p>The special non-working days are:</p> <p>(1) All gazetted public holidays falling outside the year end break.</p> <p>(2) The year end-break as determined by the South African Forum of Civil Engineering Contractors (www.safcec.org.za).</p> <p>The special non-working days are:</p> <p>Any statutory public holiday in terms of the Public Holidays Act, and, where such statutory public holiday falls on a Sunday, and the next Monday subsequently becomes a statutory public holiday in terms of the Public Holidays Act, then both the relevant Sunday and the relevant Monday shall be special non-working days under the contract;</p> <p>And any proclaimed statutory day of mourning</p> <p>And any proclaimed statutory election day which is proclaimed as a statutory public holiday</p> <p>And all annual year-end shutdown periods as recommended by the South African Bargaining Council for the Civil Engineering Industry.</p>				
5.12.2.2	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days per month.</p>				

Clause	Description / Wording																										
	<table border="1" data-bbox="384 237 975 1059"> <thead> <tr> <th data-bbox="389 244 692 300">Month</th> <th data-bbox="695 244 970 300">"n" Working days</th> </tr> </thead> <tbody> <tr> <td data-bbox="389 304 692 360">January</td> <td data-bbox="695 304 970 360">3 days</td> </tr> <tr> <td data-bbox="389 365 692 421">February</td> <td data-bbox="695 365 970 421">3 days</td> </tr> <tr> <td data-bbox="389 425 692 481">March</td> <td data-bbox="695 425 970 481">3 days</td> </tr> <tr> <td data-bbox="389 486 692 542">April</td> <td data-bbox="695 486 970 542">2 days</td> </tr> <tr> <td data-bbox="389 546 692 602">May</td> <td data-bbox="695 546 970 602">2 days</td> </tr> <tr> <td data-bbox="389 607 692 663">June</td> <td data-bbox="695 607 970 663">2 days</td> </tr> <tr> <td data-bbox="389 667 692 723">July</td> <td data-bbox="695 667 970 723">2 days</td> </tr> <tr> <td data-bbox="389 728 692 784">August</td> <td data-bbox="695 728 970 784">2 days</td> </tr> <tr> <td data-bbox="389 788 692 844">September</td> <td data-bbox="695 788 970 844">2 days</td> </tr> <tr> <td data-bbox="389 848 692 904">October</td> <td data-bbox="695 848 970 904">2 days</td> </tr> <tr> <td data-bbox="389 909 692 965">November</td> <td data-bbox="695 909 970 965">3 days</td> </tr> <tr> <td data-bbox="389 969 692 1025">December</td> <td data-bbox="695 969 970 1025">3 days</td> </tr> </tbody> </table> <p data-bbox="284 1122 1398 1189">Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days.</p> <p data-bbox="284 1279 1350 1346">It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>	Month	"n" Working days	January	3 days	February	3 days	March	3 days	April	2 days	May	2 days	June	2 days	July	2 days	August	2 days	September	2 days	October	2 days	November	3 days	December	3 days
Month	"n" Working days																										
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December	3 days																										
5.13.1	The penalty for failing to complete the Works is R 500 per calendar day.																										
5.14.1	The requirements for achieving Practical Completion are when the works is fit for the intended purpose and occupation without danger or undue inconvenience to the employer.																										
5.16.3	The latent defects period is 5 Years , commencing on the day after the date of certification of Practical Completion.																										
6.2.1	NOT required.																										
6.8.2	Contract Price Adjustment shall NOT be applicable.																										
6.8.4	<p data-bbox="284 1856 687 1890"><i>Add the following to Clause 6.8.4:</i></p> <p data-bbox="284 1980 1334 2047">Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for Tenders, no costs other than those that can be claimed under</p>																										

Clause	Description / Wording
	Clause 5.12.3 shall be added to the contract price.
6.10.1.5	The percentage advance on materials not yet built into the permanent Works is 80% . Proof of ownership is required.
6.10.3	Retention deductions will not be applicable.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R0.
8.6.1.2	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 for any single claim – the number of claims to be unlimited during the construction and Defects Liability Periods.
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.4.2 shall be by arbitration.

Bill of Quantities

3.1 PRICING SCHEDULE

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL "ALLVIEW" GALVANIZED FENCE AT VETERINARY WILDLIFE SERVICES, KIMBERLEY				
Item No	Item Description	Quantity per order	Price	Price Excluding Vat (currency)
1.	Supply and Install New 2.7m "ALLVIEW or Similar" Fence at the Veterinary Wildlife Services Unit, Kimberley.	Refer to BoQ Appendix A		
			TOTAL	R
			VAT	R
			GRAND TOTAL	R

4. TIMELINES

Upon appointment the recommended service provider is expected to complete the scope of works three (3) weeks from receipt of order, SANParks reserves the right to cancel the Purchase Order if the recommended service provider fails to deliver on time.

5. FINANCIAL PAYMENT

Payment will be made in accordance to the PFMA (within 30 days) after completion of all works as per the scope of work.

- A **30%** retention will be applicable on this project.
- **The final payment (30%) will only be made when confirmation is received by means of a certificate of completion, confirmation by the project manager for the employer, that the works have been completed in accordance with the specified criteria for practical or final completion on the date stated.**
- The extent of the works will be confirmed with the issuing of an official "Purchase Order".

6.1. MINIMAL RETURNABLE DOCUMENTS LIST

(Compliance to legislative and treasury requirements)

In this phase all responses received will be verified for compliance and completeness of the submitted proposal per the below set of requirements:

- Submission of fully completed SBD1 (Invitation to Bid),
- Submission of an official quotation on the company letter head
- 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 or original B-BBEE Sworn Affidavit,
- Submission of fully completed SBD8 (Declaration of Bidders Past SCM Practice),
- Submission of fully completed SBD9 (Certificate of Independent Bid Determination),

6.2 MANDATORY REQUIREMENTS

- Proof of registration as a CIDB Contractor grading of 1SQ.
- Proof of registration with National Treasury Central Supplier Database (CSD).
- Proof of a valid company Letter of Good Standing issued by the Department of Labour (COIDA)

7. EVALUATION CRITERIA AND WEIGHTING

The **RFQ** stipulated that the responses to be evaluated using the 80/20 preference points system in accordance with the PPPFA guidelines. Based on this system the points will be allocated as follows:

Criteria	Points
Price	80
Participation Goals/BEE	20
Total	100

8 EVALUATION FORMULA FOR PRICE

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 80 points were allocated to price.

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Pmin

Ps = Points scored for price of the bid under consideration.

Pt = Rand value of bid under consideration.

Pmin = Rand value of lowest acceptable bid

9 FINAL AWARD

Bidder who complies with the specifications and scores highest total points on PRICE and B-BBEE claimed points shall be awarded the contract. SANParks reserves the right not to award this contract. SANParks reserves the right to negotiate with the awarded bidder.

DECLARATION OF INTEREST (SBD 4)

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

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid
document?

YES / NO

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

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

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state

who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

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

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

10. GENERAL CONDITIONS

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

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

10.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

10.3 Points for this bid shall be awarded for:

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

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

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

10.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

10.6 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.

11. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good

practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

12. POINTS AWARDED FOR PRICE

12.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

14. BID DECLARATION

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

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

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

(Points claimed in respect of Paragraph 6.1 must be in accordance with the table reflected in Paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

16. SUB-CONTRACTING

16.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

16.1.1 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 or QSE:

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>

Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

17. DECLARATION WITH REGARD TO COMPANY/FIRM

17.1 Name of
Company/Firm:.....

17.2 VAT Registration
Number:.....

17.3 Company Registration
Number:.....

17.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

17.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

17.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

17.8 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 contributor indicated in paragraphs 4.1 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD 8)

<ul style="list-style-type: none"> Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule: 	Yes	No
<ul style="list-style-type: none"> 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? If Yes, furnish particulars as an attached schedule: 	Yes	No
<p>The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the Home Page.</p>		

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

<p>I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by the SANParks, do hereby make the following statements that I certify to be true and complete in every respect:</p>		
<ul style="list-style-type: none"> • I have read and I understand the contents of this Certificate; 	Yes	No
<ul style="list-style-type: none"> • I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect; 	Yes	No
<ul style="list-style-type: none"> • I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder; 	Yes	No
<ul style="list-style-type: none"> • Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder; 	Yes	No
<p>For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:</p> <ul style="list-style-type: none"> a) Has been requested to submit a Bid in response to this Bid invitation; b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder 		
<p>The Bidder has arrived at the accompanying Bid independently from, and without</p>		

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.

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

- a) Prices;
- b) Geographical area where product or service will be rendered (market allocation);
- c) Methods, factors or formulas used to calculate prices;
- d) The intention or decision to submit or not to submit, a Bid;
- e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f) Bidding with the intention not to win the Bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of

administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

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.

STANDARD BIDDING DOCUMENTS DECLARATION

The following documents are deemed to form and be read and construed as part of this agreement even where integrated in this document:

Invitation to Bid (SBD 1)
Declaration of Interest (SBD4)
Preference points claimed (SBD6.1) – Original or certified copy of B-BBEE certificate or Sworn Affidavit
Declaration of Bidder's past SCM practices (SBD8);
Certificate of Independent Bid Determination (SBD9)

The obligation to complete, duly sign and submit these declarations included in this SBD declaration pack cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the legal entity.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other procurement. I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD8, SBD9) is correct and I accept that SANParks may reject the Offer or act against me should these declarations prove to be false. I confirm that I am duly authorised to sign this SBD declaration pack nominated in writing by the Chief Executive Officer or Senior Member/Person with management responsibility (Close Corporation, Partnership or Individual).

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WITNESSES:	
1	_____
2	_____
Date	_____