



South African NATIONAL PARKS

INVITATION TO BID (SBD 1 PART A)

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

BID NUMBER:	GNP-039-19	CLOSING DATE:	06 March 2020	CLOSING TIME: 11:00am
DESCRIPTION	APPOINTMENT OF ACCREDITED SERVICE PROVIDER FOR THE PROVISION OF OPEN SOURCE E-BUSINESS RESOURCES ON AN ON DEMAND BASIS FOR A PERIOD OF FIVE (5) YEARS.			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

643 LEYDS STREET, MUCKLENEUK, PRETORIA (MAIN GATE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Quinton Chetty	CONTACT PERSON	Nedret Saidova
TELEPHONE NUMBER	012 426 5247	TELEPHONE NUMBER	012 426 5283
E-MAIL ADDRESS	Quinton.Chetty@sanparks.org	E-MAIL ADDRESS	Nedret.Saidova@sanparks.org
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			

<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3]</p>
--	---	---	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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:.....

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A WRITTEN CONTRACT WITH SANParks

Validity Period From Date Of Closure: **150 days**

BID RESPONSE DOCUMENTS ARE DEPOSITED IN THE BID BOX SITUATED AT:

PHYSICAL ADDRESS

ADDRESSED AS FOLLOWS:

SOUTH AFRICAN NATIONAL PARKS, 643 LEYDS STREET, MUCKLENEUK, PRETORIA, 0002

NON-COMPULSORY BRIEFING SESSION

Date: 21 FEBRUARY 2020, 11:00am

Venue: SANParks Head Office, 643 Leyds Street, Muckleneuk, Pretoria, 0002.

Contact Details: 012 426 5247 (Quinton Chetty)

SBD 1 SIGNATURE

TOTAL BID PRICE (*Total bid price including VAT and any other related charges to this bid*)

R

NAME OF THE DULY AUTHORISED PERSON:	
SIGNATURE:	
DATE:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

TABLE OF CONTENTS

INVITATION TO BID (SBD 1 part A)..... 1

SETS OF BID DOCUMENTS REQUIRED: 7

MANDATORY RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION
..... 7

THE BIDDING SELECTION PROCESS..... 8

BID PROCEDURE CONDITIONS: 9

THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE 12

THE BID CONTRACT..... 29

INTRODUCTION TO SANParks 29

INTRODUCTION TO SANPARKS BUSINESS UNIT RESPONSIBLE FOR THIS BID 29

CONTEXT OF THIS PROCUREMENT 29

CONTRACT PERIOD 30

SPECIFICATIONS 30

SPECIAL CONDITIONS OF CONTRACT PERFORMANCE..... 31

SBD 3.3: PRICING DETAIL 33

GENERAL CONDITIONS OF CONTRACT 35

PREFERENCE POINTS CLAIMED (SBD 6.1) 50

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION 55

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES..... 56

SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT**Error! Bookmark not defined.**

REFERENCE LETTER FORMAT 63

BID SUBMISSION CERTIFICATE FORM 64

PREQUALIFICATION CRITERIA			
DESIGNATED GROUPS PRE-QUALIFYING CRITERIA	A MINIMUM B-BBEE STATUS LEVEL OF 3 WILL BE ACCEPTED (i.e. LEVEL 4 or higher will NOT qualify)		
A BIDDER FAILING TO MEET ANY OF THE STIPULATED PRE-QUALIFYING CRITERIA WILL BE CONSIDERED AS AN UNACCEPTABLE BID.			
SETS OF BID DOCUMENTS REQUIRED:			
Number of ORIGINAL bid documents for contract signing		2	
<p>Bidders must submit the above number of original bid documents (including the bidder's response to the specification and the bidder's pricing) in hard copy format (paper document) to SANParks. These serve as the original sets of bid documents and form part of the contract. SANParks with the awarded bidder sign these original contracts in black ink. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract. These original document sets serve as the legal bid document and the contract document between the bidder and SANParks. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p>			
MANDATORY RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION			
MINIMUM RETURNABLE DOCUMENTS: COMPLIANCE AND COMPLETENESS CRITERIA			
<ul style="list-style-type: none"> • Invitation to Bid (SBD 1) must be fully completed • Submission of Tax Clearance Status (TCS) PIN from SARS • Submission of fully completed Pricing Schedule SBD 3.3 Professional Services • Submission of fully completed SBD 4 (Declaration of Interest) • Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers or a certified copy of a Sworn Affidavit by the Commissioner of Oaths. • Submission of fully completed SBD 8 (Declaration of Bidders Past SCM Practice) • Submission of fully completed SBD 9 (Certificate of Independent Bid Determination) Proof of Registration on Central Supplier Database 			
MANDATORY RETURNABLE DOCUMENTS			
	Compliance		Bid Section Reference
	Yes	No	
1. Bidder must be a South African registered			

company. (Provide company registration document.)			
2. Bidder must have skilled resources with the following minimum certifications in support of the bid: Red Hat Certification, Linux Professional Institute (LPI), ITILv3®, CoBIT 5®, CISA, PRINCE2™ practitioner / PMP, PMBOK™. Copies of certificates to be included in the response.			
3. Minimum 3 (three) company reference letters in relation to company experience.			

THE BIDDING SELECTION PROCESS

Stage 1 – Compliance to submission requirements

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

SANParks evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List and disqualifies non-acceptable responses for Stage 2.

Stage 2A – Evaluation of Bids against Specifications including Quality

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

Stage 2B – Due Diligence Interviews / Presentations

1. Where circumstances justifies it, SANParks conducts interviews with shortlisted bidders for them to present further information or provide further proof to the evaluation committee. In these cases, SANParks may provide the areas of concern to the short listed bidders to address in their presentations.

Bidders making the minimum evaluation score will pass to the price/preference stage.

Stage 3 – Price/Preference Evaluation

Basis of competition:

SANParks compares each bidder’s pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bids pricing requirements.

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

Due diligence tests for reasonableness of price:

SANParks conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect defective pricing or pricing outside of the fair market-related price range, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range as tested.

Where the winning bidder does not want to participate in the price negotiation or provide a fair market-related price, SANParks cancels the award and commences price negotiations with the second bidder in the price/preference ranking.

Ranking of the bidders pricing:

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

Price – for bids qualifying for this stage, the lowest priced Bid receives the highest price score as set out in the Preferential Procurement Regulations of 2017;

Preference - for bids qualifying for this stage, addition of the claimed preference points in the preference claim form (SBD6.1) where supported by a valid BBBEE certification to the price ranking scores.

Award recommendation:

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

BID PROCEDURE CONDITIONS:

Counter Conditions

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

Response Preparation Costs

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

Cancellation Prior To Awarding

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

Collusion, Fraud And Corruption

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

Fronting

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

DISCLAIMERS

SANParks has produced this document in good faith. SANParks, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SANParks is permitted by law, SANParks will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SANParks makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and SANParks shall have no liability towards the responding service providers or any other party in connection therewith.

INTENTION TO SELL

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

SANParks reserves the right not to award to any bidder who answers any of the questions above "yes" should the bidder be the overall highest points scorer. However the decision not to award will be on a case by case basis.

THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE

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

FUNCTIONALITY RESPONSIVENESS CRITERIA APPLICABLE FOR THIS BID

	Phase 1 Selection Elements	Weight
1	Company Profile	40
2	Service / Technical Criteria	60

1. COMPANY PROFILE

No	Criteria	Weight	Points	Documents to be submitted for evaluation purposes	Points allocation
1	Company years of experience specifically in providing professional IT services in the field of E-Business.	10	5	Bidders to indicate the years in which they have been rendering service (this refers to the years in online E-Commerce operations and not the year of company registration). Following documents should be submitted to support the claim of years: Proof of signed Contracts, Letter of Award and / or Reference Letters	0 = Less than 12 months
					1= Between 1 and 2 years.
					3 = Between 3 and 4 years
					4 = Between 5 and 10 years
					5 = More than 10 years
2	Number of successful E-Commerce implementations	15	5	Bidders to provide a list of their top live E-Commerce platforms. Include a list of products and features implemented for each platform, e.g: <ul style="list-style-type: none"> • Link www.SANParks.org • Feature: Online Bookings Shopping Basket 	0 = Zero implementations
					1= 1 to 2 implementations
					3 = 3 implementations
					4 = 4 implementations
					5 = 5 or more implementations
		15	5	Number of transactions processed via each E-Commerce site listed.	1 = Less than 1000 transactions per month
					2 = 1000 or more, and less than 2500 transactions per month
3 = 2500 or more, and less than 7500 transactions per month					

					4 = 7500 or more, and less than 10000 transactions per month
					5 = More than 10,000 per month
	Total Score	100			

2. SERVICE CRITERIA

Criteria				Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).	
SECTION A (Part A): LIST OF SERVICES						
Web Development						
1.	<u>Lead Web Developer</u>	Minimum requirements: <ol style="list-style-type: none"> 1. Have 5 years experience in open source web development, with technologies such as Ajax, JSON, JavaScript, SOAP and XML and CSS. 2. Have minimum 3 years of project management experience. 3. Have minimum of 3 years of web database development experience. 	Roles and responsibilities: <ol style="list-style-type: none"> 1. To be the chief consultant for all assigned development projects within an open source environment (PHP, MySQL, JavaScript, HTML etc.). 2. To manage a team of programmers in the process of development, implementation, testing, maintenance of dynamic and interactive E-Business systems according to industry best practices and adherence to SANParks policies. 3. To advise on the upgrade of all existing applications, components, and E-Commerce systems and continuously align them with new technology in order to enhance usability, management and the user experience of the website. 4. To provide complete and thorough documentation. 5. To advise on the security and risk management of all back-end systems by 	Hours required: 110 hours per month / 1320 hours per annum	Yes / No	Please attach evidence as Annexures and indicate their reference here.

Criteria		Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES			
	<ul style="list-style-type: none"> 4. Knowledge of the latest web development trends and technologies such as RESTful APIs, Angular, ReactJS, Vue, etc. 5. Knowledge of frameworks, such MVC. 6. Sound knowledge of programming methods, procedures and standards. 7. Experience in systems integration. 8. People management skills. 9. Communication skills. 	<ul style="list-style-type: none"> means of setup and set measures to enforce accepted coding and configuration standards. 6. To coordinate all implementation with the Front-end / UX / UI specialist. 7. To advise on the latest industry standards for team collaborations and code reviews. 	

Criteria				Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES					
2.	<u>Web Developer</u>	Minimum requirements: <ol style="list-style-type: none"> 1. Have minimum of 3 years experience in open source web development, with technologies such as Ajax, JSON, JavaScript, SOAP and XML and CSS. 2. Have 3 years experience of web database development. 3. Knowledge of the latest web development trends and technologies. 4. Sound knowledge of programming methods, 	Roles and responsibilities: <ol style="list-style-type: none"> 1. To design, develop, implement, test, maintain and enhance dynamic and interactive E-Business systems within an open source environment (PHP, MYSQL, Java Script, HTML etc.) according to applicable legislation and standards. 2. To upgrade existing applications, components, and E-Commerce systems in order to continuously align them with new technology. 3. To document the web application development process, and draw, implement and assist in maintaining a complete and through documentation for all back-end systems. 4. To implement user-friendly interfaces for the website in accordance to the guidance from Front-end / UX / UI specialist. 5. To improve the site for search engine optimisation and increase online rating. 6. To address technical queries from public and provide support to website users. 	Hours required: 110 hours per month / 1320 hours per annum	Yes / No

Criteria				Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES					
		procedures and standards. 5. Experience in systems integration. 6. Communication skills.			
Front-end / UX / UI					
3.	<u>Front-end / UX / UI developer</u>	Minimum requirements: <ol style="list-style-type: none"> Supporting qualifications in web graphic design, front-end web development and interactive media design. Minimum 3 years experience in front-end development. 	Roles and responsibilities: <ol style="list-style-type: none"> To develop and improve the front-end process flow of the website, including the E-Commerce structures in order to ensure the usability and user-friendliness of the website. To be involved in the process of research, testing, development, content, and prototyping to test for quality results. To advise on the UX of the website. To be responsible for the cooperation with developers on coding relating to all graphics, styles and rules. 	Hours required: 110 hours per month / 1320 hours per annum	Yes / No

Criteria		Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES			
		<ul style="list-style-type: none"> 3. Experience in human-computer interaction, usability testing, and responsive and mobile-friendly design. 4. Experience in Angular, CSS, JavaScript, and other front-end frameworks. 5. Experience in design prototypes, including wireframes and mock-ups. 6. Team-centric soft skills, such as effective interpersonal communication. 	

Criteria	Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
----------	--	---

SECTION A (Part A): LIST OF SERVICES

E-Commerce Security

4.	<u>E-Commerce Security Specialist and Tester</u>	Minimum requirements: <ol style="list-style-type: none"> 1. Industry related certification in security, penetration testing and ethical hacking. 2. Have 3 years experience in the field. 3. Knowledge of the latest security threats and vulnerabilities. 4. Sound knowledge of security audits, methods, procedures and standards. 5. Reporting and documentation skills. 	Roles and responsibilities: <ol style="list-style-type: none"> 1. To define and implement advanced security testing methodologies. 2. To write full and accurate reports based on the findings of each engagement and provide tailored remediation advice. 3. To perform proactive research to identify and understand new threats, vulnerabilities, and exploits. 4. Collaborate with team members to increase security domain knowledge. 5. To audit the testing of the online bookings and travel trade system. 6. To audit the testing of any functions, classes and external services to and from SANParks. 7. To conduct the functional limitation evaluation of all web pages and scripts, including applications such as contact forms, login boxes and search queries in order to ensure that the environment is protected from application-level attacks like SQL injections and cross-site scripting (XSS). 	Hours required: 50 hours per month / 600 hours per annum	Yes / No	
----	---	---	--	---	----------	--

Criteria				Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES					
			8. To work with an analytics tools that observe how visitors are navigating and interacting with the SANParks website in real time, allowing the detection of fraudulent or suspicious behaviour.		
Product development					
5.	<u>Web Digital Product Developer</u>	Minimum requirements: <ol style="list-style-type: none"> 1. Have minimum 3 years experience in web product development. 2. Knowledge of the latest web trends and technologies. 3. Experience in social media API, SEO, and web marketing tools. 4. Communication and inter-personal skills. 	Roles and responsibilities: <ol style="list-style-type: none"> 1. To oversee the development of new online technologies, from inception to launch, for example implementation of WhatsApp Business API, WhatsApp payment for reservations, implementation of Mobile wallets, etc. 2. To compile and develop matrices or interventions to boost the sales of existing products, (e.g. virtual itineraries), and identify ways to enhance those products based on public perception. 3. To measure the monetization of the new products. 4. To be responsible for the implementation, development and monetization of the SANParks Webcams. 	Hours required: 50 hours per month / 600 hours per annum	Yes / No

Criteria				Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES					
			5. To measure conversion, i.e. turning visits into purchases. 6. To assist in Social Networking and Conversion Optimization. 7. Address queries from internal and external stakeholders relating to E-Commerce operations.		
Architects					
6.	<u>Solutions Architect</u>	Minimum requirements: <ol style="list-style-type: none"> 1. Minimum 3 years of work experience in an open source environment. 2. Proven history of generating innovative and effective solutions. 3. Informed with latest technology trends and changes. 	Roles and responsibilities: <ol style="list-style-type: none"> 1. Conduct architectural evaluation, design and analysis of E-Business systems. 2. Plan, design and assist in executing complex E-Commerce solutions. 3. Advise on which framework or platform can be used to solve a business problem. 4. Design how the applications will look, what the modules will be, how they interact with each other. 5. Plan how projects will scale for the future and will be maintained. 6. Create solution prototypes. 7. Advise on integration with third-party frameworks/platforms, such as reservation 	Hours required: 110 hours per month / 1320 hours per annum	Yes / No

Criteria		Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES			
	<p>4. Experience of systems integration.</p> <p>5. A relevant qualification in Web Services, Cloud Services and Cloud Systems (like AWS, Google Cloud Platform Services, Microsoft Azure)</p> <p>6. Relevant qualifications and experience with Network Architecture, Servers and Data Managed Services and Storage Systems.</p> <p>7. Knowledge about Privacy, Security and</p>	<p>system, payment gateways, CRM, Loyalty programs, etc.</p> <p>8. Support project management and monitor the scope of projects.</p> <p>9. To advise in aligning strategic planning with relevant legislation and governance policies where relevant.</p> <p>10. To ensure that the solutions comply with all security checks and compliance regulations (PCI, GDPR, POPI, etc).</p>	

Criteria			Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES				
		<p>Data Governance policies and compliance (GDPR, POPI, PCI hardware and software systems requirements, etc).</p> <p>8. Excellent interpersonal communication skills to explain complex technical topics in an easily digestible manner.</p> <p>9. Experience with database management and proper systems security best practices.</p>		

Criteria		Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES			
	<p>10. Willingness to work independently and as part of a team.</p> <p>11. Previous project management experience is preferred.</p>		
Analysts			
7.	<p><u>Business Analyst</u></p> <p>Minimum requirements:</p> <ol style="list-style-type: none"> 1. Minimum 5 years of proven experience in an analytics and systems development capacity. 2. High proficiency with open source development. 	<p>Roles and responsibilities:</p> <ol style="list-style-type: none"> 1. To gather, design, evaluate, analyse business needs and requirements. 2. To document functional and technical designs of the E-Business systems. 3. Identify opportunities for improvement in business operations and processes. 4. Develop optimizing strategies. 5. Collaborate with all stakeholders, including internal business units to develop necessary analysis and documentation in a collaborative way, communicating effectively and efficiently with business units. 	<p>Hours required: 110 hours per month / 1320 hours per annum</p> <p>Yes / No</p>

Criteria		Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).			
SECTION A (Part A): LIST OF SERVICES						
		<ul style="list-style-type: none"> 3. Analytical and innovative abilities. 4. Well versed creating process models, analyzing business requirements, reporting and identifying strategic business units. 5. Sound knowledge and experience to use the most appropriate models to present solutions and problems. 6. Practical experience generating process 	<ul style="list-style-type: none"> 6. Monitor project progress by tracking activity; resolving problems; publishing progress reports; recommending actions. 7. Perform user acceptance testing. 8. Plan and coordinate the development of primary and secondary market research studies in support of strategic planning and specific marketing initiatives. 9. Understand and communicate the financial and operational impact of any changes implemented. 			

Criteria				Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES					
		documentation and reports. 7. Excellent communicator with the ability to translate data into actionable tasks. 8. Experience with data visualization. 9. Proficient technical writing capabilities.			
Project Management					
8.	<u>Project Manager</u>	Minimum requirements: 1. Minimum 5 years experience as a project manager. 2. Project management	Roles and responsibilities: 1. Plan project resources, including the scope, time and costs for the project. 2. Monitor and report on project progress. 3. Assist with leading the project team. 4. Be responsible for the time management and deliverables of the project.	Hours required: 64 hours per month / 768 hours per annum	Yes / No

Criteria			Response Yes = 1 No = 0 (Circle the correct option)	Reference to Supportive Evidence (e.g. resource CV in Appendix A).
SECTION A (Part A): LIST OF SERVICES				
	<p>qualification (PMP) or equivalent.</p> <p>3. Theoretical and practical project management knowledge.</p> <p>4. Knowledge and proficiency of technologies and project management tools.</p> <p>5. Experience in strategic planning, risk management and/or change management.</p>	<p>5. Provide project cost estimates and monitor spend against budget.</p> <p>6. Ensure the quality of the project and that the project meets with requirements of all stakeholders. Constant communication with stakeholders and the development team essential.</p> <p>7. To manage the project risks and resolve issues to ensure project can be delivered in the agreed time.</p> <p>8. Be responsible for the project documentation, including Software Project Specifications, Quality Control, User Acceptance Certificates and other project-related documentation, all of which need to be created, signed and archived for records.</p>		

THE BID CONTRACT

INTRODUCTION TO SANPARKS

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

Our vision is to have a sustainable National Park System connecting society.

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

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

INTRODUCTION TO SANPARKS BUSINESS UNIT RESPONSIBLE FOR THIS BID

The facilitator of this bid is SANParks ICT, which is responsible for developing all online applications utilized by the organization in order to publish the corporate website www.SANParks.org, and sell tourism products such as accommodation, activities, Wild Card, day visits, gate tickets, and fundraising – in a secure open source E-Commerce environment.

CONTEXT OF THIS PROCUREMENT

SANParks E-Business is responsible for developing and maintaining the SANParks corporate website www.SANParks.org, which channels 40% of the income generated by tourism in the organization.

Main functions of SANParks E-Business are:

- Development and maintenance of the corporate website infrastructure in an open source (LAMP) environment.
- Development of E-Commerce with focus on the following products:
 - Accommodation in 19 parks throughout South Africa
 - Activities in relevant camps
 - Wild Card membership
 - Pre-booked day visits
 - Pre-booked gate tickets
 - Fundraising
- Development of E-Commerce with focus on Travel Trade (B2B).
- Expanding the convenience for online clients by providing new payment methods.

- Continuous enhancements of the online bookings process flow, including adherence to responsive design.
- Development of digital products such as webcams streaming, virtual itineraries, promotional presentation, etc.
- Development of an all encompassing SANParks mobile app.
- Development of the website infrastructure to support stakeholder engagement (online forums, image gallery, social sharing, etc.)
- Monitoring and compliance to relevant legislation (PCI DSS, GDPR, POPI, CPA, etc.)

Target audience of SANParks E-Business

Consumers of the E-Business services are:

- Visitors to South African National Parks – local as well as international.
- Tourism partners.
- Conservation scientists, specialists and researchers.
- Students and fans of conservation.
- Corporate partners.
- SANParks stakeholders.

Due to the ever-expanding responsibilities of SANParks E-Business, the department needs to source in specialists in the field and align the resources to the demands to the market, as well as to technical developments in the industry.

CONTRACT PERIOD

The duration of this contract will be for a period of five (5) years.

SPECIFICATIONS

SCOPE OF WORK

The main objective of this procurement request is to capacitate SANParks E-Business with open source development expertise - as and when demands for business objective dictates.

This process seeks to source primarily the expertise of an enterprise that has experience in delivering projects where the combination of expertise as listed here are deployed, and not necessarily to source individual skills. Therefore, recruitment agents are not qualified to respond to this advertisement unless they meet the condition above.

SANParks aims to acquire the services of a service provider that has the capability and understanding to provide the following resources in the field of E-Business:

1. Lead Web Developer
2. Web Developer
3. E-Commerce Security Specialist and Tester
4. Front-end / UX / UI specialist
5. Web Digital Product Developer
6. Business Analyst
7. Solutions Architect
8. Project Manager

Service arrangements

1. The resource pool from the appointed service provider will only be utilised as and when project requirements prescribe – i.e. the service provider will not be employed full time for the contract duration, but will be engaged on demand by SANParks.
2. The service is paid for on an hourly rate.
3. The notice period for the required service will be discussed with the successful bidder as part of the SLA.

SPECIAL CONDITIONS OF CONTRACT PERFORMANCE

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.

PERIOD OF CONTRACT

- The contract will be for a period of five (5) years.

LIABILITY FOR LOSS OR DAMAGE

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

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.

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.

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 150 (**one hundred and fifty**) 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.

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.

SUBLETTING OF TENDERS

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

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.

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.

TERMS AND CONDITIONS OF SPECIFICATION

- Due diligence review may be conducted before the awarding of the contract.
- If a tendering company is going to source 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.

SBD 3.3: PRICING DETAIL

SBD 3.3 Pricing Schedule for the Duration of the Contract

BID PRICE IN RSA RAND

Price quoted is South African Rands in terms of General Conditions of contract clause 16.4 and shall be included in the SBD3.1. Bidders are requested to provide firm prices. Any adjustments will be subject to annual labour department rates. Documentary proof should be provided by the bidder.

PRICE QUOTATION BASIS

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

PRICE PER DELIVERY POINT

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

DETAIL PRICING SUPPORT

Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided with reference to such included in this SBD3.3.

PRICE CHANGES

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

SERVICE PRICE BREAKDOWN

<u>NO</u>	<u>RESOURCE DESCRIPTION</u>	<u>HOURS REQUIRED</u> <u>(month/year)</u>	<u>AMOUNT PER HOUR</u>	<u>AMOUNT PER MONTH</u>	<u>AMOUNT PER ANNUM</u>
1.	Lead Web Developer	110 / 1320			
2.	Web Developer	110 / 1320			
3.	Front-end / UX / UI specialist	110 / 1320			
4.	E-Commerce Security Specialist and Tester	50 / 600			
5.	Web Digital Product Developer	50 / 600			
6.	Solutions Architect	110 / 1320			
7.	Business Analyst	110 / 1320			
8.	Project Manager	64 / 768			

TOTAL CONTRACT AMOUNT PER MONTH:

TOTAL CONTRACT AMOUNT PER ANNUM:

TOTAL CONTRACT AMOUNT FOR 5 YEARS (EXCLUDING VAT):

VAT (15%)

TOTAL CONTRACT AMOUNT FOR 5 YEARS (EXCLUDING VAT):

NB: All car travel, where applicable, will be paid at AA Rates. All other disbursements, where applicable, must be approved by SANParks prior to incurring the cost and will be paid on a cost recovery basis.

GENERAL CONDITIONS OF CONTRACT

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

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

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

	<p>1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. “GCC” mean the General Conditions of Contract.</p> <p>1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. “Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site”, where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of</p>
--	---

	<p>the supplier covered under the contract.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	Application
	<p>1.26. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>1.27. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>1.28. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	General
	<p>1.29. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>1.30. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
GCC4	Standards
	<p>1.31. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	Use of contract documents and information
	<p>1.32. The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>1.33. The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>1.34. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance</p>

	<p>under the contract if so required by the purchaser.</p> <p>1.35. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	Patent rights
	<p>1.36. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	Performance security
	<p>1.37. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>1.38. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>1.39. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>1.39.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2 a cashier's or certified cheque</p> <p>1.40. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	Inspections, tests and analyses
	<p>1.41. All pre-bidding testing will be for the account of the bidder.</p> <p>1.42. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>1.43. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>1.44. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3</p>

	<p>show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>1.45. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>1.46. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>1.47. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>1.48. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	Packing
	<p>1.49. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>1.50. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	Delivery and Documentation
	<p>1.51. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>1.52. Documents submitted by the supplier are specified in SCC.</p>

GCC11	Insurance
	<p>1.53. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	Transportation
	<p>1.54. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	Incidental services
	<p>1.55. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>1.55.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>1.55.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>1.55.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>1.55.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>1.55.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>1.56. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	Spare parts
	<p>1.57. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>1.57.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>1.57.2. In the event of termination of production of the spare parts:</p> <p>1.57.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>1.57.2.2. Following such termination, furnishing at no cost to the</p>

	purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	Warranty
	<p>1.58. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>1.59. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>1.60. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>1.61. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>1.62. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	Payment
	<p>1.63. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>1.64. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>1.65. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>1.66. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	Prices
	1.67. Prices charged by the supplier for goods delivered and services

	performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	Contract amendment
	1.68. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	Assignment
	1.69. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	Subcontract
	1.70. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	Delays in supplier's performance
	<p>1.71. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>1.72. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>1.73. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>1.74. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>1.75. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without</p>

	<p>the application of penalties.</p> <p>1.76. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	Penalties
	<p>1.77. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	Termination for default
	<p>1.78. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>1.78.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>1.78.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>1.78.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>1.79. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>1.80. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>1.81. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged</p>

	<p>restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>1.82. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>1.83. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>1.83.1. The name and address of the supplier and / or person restricted by the purchaser;</p> <p>1.83.2. The date of commencement of the restriction</p> <p>1.83.3. The period of restriction; and</p> <p>1.83.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>1.84. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	Anti-dumping and countervailing duties and rights
	<p>1.85. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid</p>

	<p>forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	Force Majeure
	<p>1.86. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>1.87. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	Termination for insolvency
	<p>1.88. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	Settlement of disputes
	<p>1.89. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>1.90. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>1.91. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>1.92. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>1.93. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>1.93.1. The parties shall continue to perform their respective obligations under</p>

	<p>the contract unless they otherwise agree; and</p> <p>1.93.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	Limitation of liability
	<p>1.94. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>1.94.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>1.94.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC29	Governing language
	<p>1.95. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
GCC30	Applicable law
	<p>1.96. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	Notices
	<p>1.97. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>1.98. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
GCC32	Taxes and duties
	<p>1.99. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>1.100. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>1.101. No contract shall be concluded with any bidder whose tax matters are</p>

	not in order. Prior to the award of a bid, the SANParks must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	National Industrial Participation Programme
	1.102. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
	<p>1.103. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>1.104. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>1.105. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
	<p>Contracted Party Due Diligence</p> <p>SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.</p>
	<p>Jigs, Tools, and Templates, where applicable</p> <p>Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.</p>
	<p>Copyright and Intellectual Property</p> <p>All background intellectual property (existing prior to this contract) invests in and remains</p>

	<p>the sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract.</p> <p>The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in SANParks and to give effect to the foregoing:</p> <ul style="list-style-type: none"> (a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to SANParks and SANParks hereby accepts such assignment, and (b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier. <p>The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall assist SANParks in obtaining statutory protection for the contract intellectual property at the expense of SANParks wherever SANParks may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to SANParks, or as SANParks may direct, and to support SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall service termination of this contract indefinitely.</p>
	<p>Confidentiality</p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not:</p> <ul style="list-style-type: none"> (a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent. (b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of

- the contract and the delivery of the deliverables or
- (c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

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

The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

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

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

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

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

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

Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by

furnishing of confidential information by either party pursuant to this contract.

PREFERENCE POINTS CLAIMED (SBD 6.1)

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

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

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

1. GENERAL CONDITIONS

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

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

1.2.

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

1.2.2. 80/20 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3. Points for this bid shall be awarded for:

1.3.1. Price; and

1.3.2. B-BBEE Status Level of Contributor.

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

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

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

1.6. SANParks reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any

manner required by SANParks.

2. DEFINITIONS

- 2.1. “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6. “**Functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8. “**proof of B-BBEE status level of contributor**” means:
 - 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
 - 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1. If yes, indicate:

7.1.1.1. What percentage of the contract will be subcontracted.....%

7.1.1.2. The name of the sub-contractor.....

7.1.1.3. The B-BBEE status level of the sub-contractor.....

7.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:

.....

8.2. VAT registration number:

.....

8.3. Company registration

number:.....

8.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

8.8.1. The information furnished is true and correct;

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

8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

8.8.4.1. disqualify the person from the bidding process;

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

8.8.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

8.8.4.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and

8.8.4.5. Forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting this Bid in response to the invitation for the Bid made by SANParks, do hereby make the following statements that I certify to be true and complete in every respect:

I have read and I understand the contents of this Certificate;

I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;

Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) Has been requested to submit a Bid in response to this Bid invitation;
- b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

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

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

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

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:

YES / NO

Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:

YES / NO

Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:

YES / NO

Was any contract between the Bidder and any SANParks terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:

YES / NO

The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

2.6 VAT Registration Number:

.....

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

¹“State” means –

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

(b) any municipality or municipal entity;

(c) provincial legislature;

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

(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person

connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **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 / 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.

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

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

YES/NO

.1 If so, furnish particulars.

.....

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

.1 If so, furnish particulars:

.....

FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

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

4 DECLARATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

REFERENCE LETTER TEMPLATE

Bidder's Letterhead

We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.

Referee Letterhead	<u>Referee Legal Name</u>	
<u>REFERENCE ON COMPANY xxxxx</u>		
Bid Number:	GNP-059-18	
Bid Description:		
Appointment of accredited service provider for the provision of payment gateway for customer present as well as customer not present.		
Describe the service/work the above bidder provide to you below		
Criteria	Meets requirements	Exceeds requirements (Please provided details)
Overall Impression		
No. of times used in past year	Would you use the provider again?	YES/NO
Completed by:		
Signature:		

Company Name:	
Contact Telephone Number:	
Date:	
Company Stamp:	

BID SUBMISSION CERTIFICATE FORM

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to SANParks in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.

My offer remains binding upon me and open for acceptance by SANParks during the validity period indicated and calculated from the closing time of Bid Invitation.

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

Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and supported by a valid BBBEE certificate that has been certified as either copy or original.	
Declaration of Bidder's past SCM practice (SBD 8)	General Conditions of Contract and special/additional conditions of contract as set out in this document

	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5 where applicable, SBD8, SBD9) is correct and I accept that SANParks may reject the Bid or act against me should these declarations prove to be false.
	I confirm that I am duly authorised to sign this offer/ bid response.
NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	