



**South African  
NATIONAL PARKS**

**Tender GNP-029-20 A**

RENTAL OF OFFICES FOR TECHNICAL SERVICES  
SECTION IN CAPE TOWN FOR A  
PERIOD OF 10 YEARS.

# INVITATION TO BID (SBD 1 PART A)

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

<b>BID NUMBER:</b>	GNP-029-20 A	<b>CLOSING DATE:</b>	03 June 2022	<b>CLOSING TIME:</b> 11H00
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<b>DESCRIPTION</b>	<b>RENTAL OF OFFICES FOR TECHNICAL SERVICES SECTION IN CAPE TOWN FOR A PERIOD OF 10 YEARS.</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

UNIT 7, 2 ON LONDON, BRACKENGATE BUSINESS PARK, BRACKENFELL, 7560

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

<b>CONTACT PERSON</b>	Garret Kobe	<b>CONTACT PERSON</b>	Joep Jacobs
<b>TELEPHONE NUMBER</b>	012 426 5132	<b>TELEPHONE NUMBER</b>	083 232 9174
<b>E-MAIL ADDRESS</b>	<a href="mailto:garret.kobe@sanparks.org">garret.kobe@sanparks.org</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:joep.jacobs@sanparks.org">joep.jacobs@sanparks.org</a>

**SUPPLIER INFORMATION**

<b>NAME OF BIDDER</b>			
<b>POSTAL ADDRESS</b>			
<b>STREET ADDRESS</b>			
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>
<b>CELLPHONE NUMBER</b>			
<b>E-MAIL ADDRESS</b>			
<b>VAT REGISTRATION NUMBER</b>			

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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

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

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

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

YES  NO

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

YES  NO

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

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR AN SLA.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.3 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:	<b>150 days</b>
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<b>BRIEFING SESSION</b>	A non-compulsory briefing session will be held at Unit 7, 2 On London, Brackengate Business Park, Brackenfell, 7560 on the 20 May 2022 @ 11h00
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<b>CONTACT DETAILS</b>	<u>Any technical queries or questions</u> Contact: Mr Joep Jacobs 083 232 9174 <a href="mailto:Joep.jacobs@sanparks.org">Joep.jacobs@sanparks.org</a>
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## SBD 1 SIGNATURE

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

## SETS OF BID DOCUMENTS REQUIRED:

Number of <b>ORIGINAL</b> bid documents for contract signing	<b>TWO (02)</b>
Electronic copy of the bid documents (memory stick)	<b>ONE (01)</b>
<p>Bidders must submit the above number of original bid documents (including the bidder's response to the specification and the bidder's pricing) in <b>hard copy format</b> (paper document) and a copy of the bid document on a <b>memory stick</b> to SANParks. These serve as the original sets of bid documents and form part of the contract. SANParks with the awarded bidder sign these original contracts in black ink. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party's obligations for executing the contract. These original document sets serve as the legal bid document and the contract document between the bidder and SANParks. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p>	

### MINIMUM RETURNABLE DOCUMENTS: COMPLIANCE AND COMPLETENESS CRITERIA

- Invitation to Bid (SBD 1) must be fully completed
- Submission of fully completed Pricing Schedule SBD 3.1 Firm Prices
- Submission of fully completed SBD 4 (Declaration of Interest)
- Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers or a certified copy of a Sworn Affidavit by the Commissioner of Oaths.
- Submission of fully completed SBD 8 (Declaration of Bidders Past SCM Practice)
- Submission of fully completed SBD 9 (Certificate of Independent Bid Determination)
- Original and Valid Tax Clearance Verification Pin
- Proof of registration on National Treasury Central Supplier Database (CSD)
- Joint Venture
- To provide Joint Venture Agreement
- To provide above documentation for both companies that form the JV.

**MANDATORY RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION**

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

			Bid Section Reference
<p><b><u>Letter of Good Standing on Compensation for Occupational Injuries &amp; Diseases Act (COIDA), obtained from the Department of Labour [Annexure B]</u></b></p>	YES	NO	
<p><b><u>Submission of Proof confirming location of proposed building / facility for lease [Annexure C]</u></b></p> <p>The proposed lease building / facility must be within the designated footprint [Annexure A].</p> <p><u>Bidders to Submit:</u> An existing utility account confirming the physical address of the proposed lease facility, or a zoning certificate. In addition a map denoting position of proposed lease facility in relation to the designated footprint. [i.e. Google Map]</p>	YES	NO	
<p><b><u>Submission of Proof confirming the minimum floor area as required available for this lease [Annexure D]</u></b></p> <p>The required minimum 310m<sup>2</sup> must be confirmed as available to fulfil the requirements of this bid as stipulated in the increment expansion / implementation set out in Specification page 16.</p> <p><u>Bidders to Submit:</u> Existing technical drawings of floor plans indicating floor areas [m<sup>2</sup>] with dimensions and general photos of the lease building and accommodation.</p>	YES	NO	
<p><b><u>Submission of Proof confirming the facility will be reconfigured to fulfil the requirements of the scope of needs [Annexure E]</u></b></p> <p><u>Bidders to Submit:</u> Proposed technical drawings of floor</p>	YES	NO	

plans indicating how the existing floor area will be configured to fulfil the full requirements of the scope of this bid.			
<p><b><u>Submission of Proof confirming the allocation of the required number of parking bays required for this lease [Annexure F]</u></b></p> <p><u>Bidders to Submit:</u> Technical drawings of existing indicating proposed allocation of parking bays for this bid – site plan and floor plan layouts.</p>	YES	NO	
<b>MANDATORY REQUIRED SPECIFICATIONS OF OFFICES IN CAPE TOWN FOR TECHNICAL SERVICES (See Annexure G)</b>			
<b>Criteria - Availability</b>			
1	Location (Brackenfell, Brackenfell South, Stikland, Bellville Park, Vredeklouf, Stellenberg, Stellenridge, Ridgeworth)		
2	Accessible from major routes - N1, N2, R300 & Airport		
3	Floor space available (Footprint $\pm 310m^2$ ) based on a single level.		
4	Minimum number of air-conditioned offices available = 11(Excluding reception, boardroom, etc.)		
5	Office size $\pm 12m^2$		
6	1 x boardroom available and sufficient for min of 10 people (air-conditioned)		
7	Undercover secure parking on site for min 12 vehicles		
8	1 x Reception (air-conditioned)		
9	1 x Kitchen		
10	1 x Archive $\pm 20m^2$		
11	1 x Server/printer room		
12	Own entrance (Lockable & secure)		
13	Male & Female toilet facility available inside offices (not shared with other Tenants in the building.)		
14	Physical Security 24/7 and/or Electronic Security (CCTV and Access Control)		
15	Installed "bio-metric" or "tag" access control, electric or remote door control from reception		
15	Sufficient electrical supply for - Aircon, Kitchen, IT services and Office Equipment		
16	Sufficient lighting in -		
	<ul style="list-style-type: none"> <li>• Reception, offices, passages,</li> <li>• For security outside offices or parking area (walking from vehicle early morning / late at night)</li> </ul>		
	<ul style="list-style-type: none"> <li>• Bidders to Submit: Existing technical drawings of floor plans indicating floor areas [m<sup>2</sup>] with dimensions and general photos of the lease building and accommodation.</li> <li>• Submission of Proof confirming the facility will be reconfigured to fulfil the requirements of the scope of needs</li> <li>• Bidders to Submit: Proposed technical drawings of floor plans indicating how the existing floor area will be configured to fulfil the full requirements of the scope of this bid.</li> <li>• Submission of Proof confirming the allocation of the required number of parking bays required for this lease</li> <li>• Bidders to Submit: Technical drawings of existing indicating proposed allocation of parking bays for this bid – site plan and floor plan layouts.</li> </ul>		



## 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 for mandatory requirements

SANParks evaluates each bidder's written response to the specifications issued in accordance with the published evaluation criteria outlined in this bid invitation.

SANParks will conduct a **due diligence site** inspection of the proposed lease premises to evaluate the state and condition of the premises that should adhere to all mandatory requirements.

### Stage 2B – Evaluation of Bids for functionality

1. **Where circumstances justifies it**, SANParks will conduct 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.
2. Bidders whom adhere to the above specifications 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 Policy Framework Act, 2000 and Associated Regulations;

**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.

**Price & preference:** Costs estimated will not exceed R 50 million (VAT inclusive) and **80/20** principle will apply.

## **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 or any process impropriety.

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

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

## **Fronting**

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

**DISCLAIMERS**

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

**INTENTION TO SELL**

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

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

# 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

Technical Services office is located within the Northern Suburbs of the City of Cape Town. Fifteen of South Africa's twenty one National Parks are situated in the Cape Province. The Technical Services Office has been located in the Kuilsrivier vicinity for the past 5 years. For the last five years Engineering Services was stationed in the Ipic Shopping Centre with extremely good access to the Cape Town International Airport making it easily accessible for all visitors. It is also advantageous for the staff that needs to fly to Parks on a regular basis.

All of the Parks offer park or camping accommodation. Most parks and rest camps have retail facilities and restaurants. Within these parks, there are approximate six thousand beds and one thousand camping and caravan sites, which can accommodate approximately twelve thousand overnight visitors.

In order to upkeep and maintain the tourist facilities in the different parks, a Technical Services Section is required to provide continuous technical backup and assistance. SANParks have two such offices – one that services the Kruger National Park and is situated in the Skukuza Rest Camp and the other that service the remainder of the Parks found across the country and is situated in Brackenfell, Cape Town.

## CONTEXT OF THIS PROCUREMENT

It is the intention of SANParks with this bid to source new office space in the areas listed in the mandatory requirements, the lease period will be for 10 years.

## CONTRACT PERIOD

Provision of leased offices for a period of **ten [10] years** is subject to contractual performance. The contract period commences from the date that both parties sign the contract's signature page. The contract period includes the period for the initial requirements, the implementation period for the initial requirements, and the period after implementation providing for the maintenance/service support requirements for the initial requirements.

# SPECIFICATIONS

## DETAILED BACKGROUND

South African National Parks Technical Services lease at Ipic Soneike Kuilsriver has ended and new offices, based on a ten year lease must be procured.

## SCOPE OF WORK

SANParks is in need of new office space for the technical services unit. The vicinity has been designated within the footprint highlighted in the map below that includes the following suburbs in the Northern Suburbs of the City of Cape Town.

- Brackenfell
- Brackenfell South
- Stikland
- Bellville Park
- Vredeklouf
- Stellenberg
- Stellenridge
- Ridgeworth



See annexure A



## SPECIFICATIONS

- 1) **Equivalent SAPOA Office Grading:** [Grade B–minimum standard, preferably Grade A]  
*Grade A: Building not older than 15 years and has undergone major refurbishment. Features include high quality modern finishes, air conditioning, and adequate on-site parking. If building is older, accommodation and finishes are close to modern standards as a result of refurbishments and renovation from time to time.*  
*Grade B: Generally older buildings, but accommodation and finishes are close to modern standards as a result of refurbishments and renovation from time to time. Air conditioning and on-site parking can be considered essential.*
- 2) **Universal Access:** Approved municipal council drawings confirming the accommodation fulfils the local municipal-by-laws and SANS 10400 [Part S – Facilities for persons with disabilities].
- 3) **Zoning Certification:** City of Cape Town Town-Planning Scheme outlining property description.
- 4) **Security:** Security integrity including protocols relevant to physical security and electronic security systems.
- 5) **Fire and Emergency Planning:** Evacuation plans and procedures for the facility must be made available.
- 6) **Tenant Installation:** The fit-out of the facility for the purposes intended for by SANParks will be carried out by the landlord at the cost of the landlord to the approval of SANParks and absorbed in the monthly rental fee.
- 7) **Certificate of Compliance:** The electrical certificate of compliance must be made available on appointment of the successful bidder.

## NEEDS AND REQUIREMENTS

The staff contingent is as follows:

Function	Office Requirements	Personnel
Reception: Office admin (No office)	Reception & one front desk	1
Technical Services	Buildings & Services	2
	Roads	1
	Draughts Person	1
	Electrical	1
Planning	Planners	1
Project Managers	Table Mountain & West Coast Local	2
	Regional	1
EIA	Project Administrator & Environmental Officer	1
Quantity Surveyor	All Parks	1
Total		12



**Detailed Parking Requirements:**

Parking Description	Required No.
Undercover Parking Bays	12

**LEASE PERIOD**

The period for leasing these facilities is over **ten [10] years**.

Anticipated commencement date: **November 2022** or by mutual agreement.

Tenderers are required to demonstrate their ability to have SANParks rent the following for a 10 (ten) year period)

The onus rests with the tenderer to supply sufficient information to allow for proper evaluation of above.

During **further evaluation** the Employer shall evaluate the remaining responsive tenders using the tender evaluation method and associated evaluation criteria and weightings that are specified in the tender.

- Submission of Proof confirming location of proposed building / facility for lease
- The proposed lease building / facility must be within the designated footprint
- Bidders to Submit: An existing utility account confirming the physical address of the proposed lease facility, or a zoning certificate. In addition a map denoting position of proposed lease facility in relation to the designated footprint. [i.e. Google Map]
- Submission of Proof confirming the minimum floor area as required available for this lease
- The required minimum 310m<sup>2</sup> must be confirmed as available to fulfil the requirements of this bid.
- Bidders to Submit: Existing technical drawings of floor plans indicating floor areas [m<sup>2</sup>] with dimensions and general photos of the lease building and accommodation.
- Submission of Proof confirming the facility will be reconfigured to fulfil the requirements of the scope of needs
- Bidders to Submit: Proposed technical drawings of floor plans indicating how the existing floor area will be configured to fulfil the full requirements of the scope of this bid.
- Submission of Proof confirming the allocation of the required number of parking bays required for this lease

**BIDDERS TO SUBMIT: TECHNICAL DRAWINGS OF EXISTING FACILITY, INDICATING PROPOSED ALLOCATION OF PARKING BAYS FOR THIS BID – SITE PLAN AND FLOOR PLAN LAYOUTS.**

## SPECIAL CONDITIONS OF CONTRACT PERFORMANCE

(Including references where specific General Conditions of Contract clauses require special conditions)

**i) Universal Access**

The Landlord [Appointed Service Provider] will ensure that the leased premise complies with the National Building Regulations SANS 10400 [Part S – Facilities for persons with disabilities] and the relevant municipal by-laws granting universal accessibility to the premises.

**ii) Security**

The Landlord will ensure that assets, staff, visitor and the leased facility of the Tenant is secured and safe at all times. Insurances and guarantees towards public liability must be provided on appointment.

**iii) Fire and Emergency Plans**

The Landlord must ensure plans are put in place, and the Tenant briefed on a regular basis on changes and amendments to these plans.

**iv) Tenant Installations**

All built / constructed configurations to the leased facility will be implemented and managed by the Landlord only on approval of the Tenant.

**v) Certificate of Compliance [C.O.C.]**

The Landlord will make available to the Tenant on beneficial occupation a current Electrical Certificate of Compliance in terms of SANS 10142-1:2008.

**vi) Beneficial Occupation**

- SANParks [The Tenant] shall be entitled to obtain access to the Leased Premises on the Beneficial Occupation Date as set out in the Schedule for the purpose of furnishing and other purposes.
- If the Landlord (Appointed Service Provider) is unable to give the Tenant beneficial occupation of the Leased Premises on the Beneficial Occupation Date by reason of the Leased Premises being incomplete or in a state of disrepair, or for any other reason due to the fault of the Landlord, the Tenant shall have the right to forthwith terminate this or claim of cancellation of this Lease by giving the Landlord notice of its intention to do so.

**vii) Duration**

- The Agreement will commence on the Commencement Date and terminate on the Expiry Date, unless terminated earlier in terms of the Agreement.
- In the event of a postponement of the Beneficial Occupation Date, for any reason whatsoever, the Commencement Date shall likewise be postponed to the first day of the month following the expiry of the Beneficial Occupation Period.

**viii) Financial Security**

- For the purpose of the Lease Agreement, the Lessee [Tenant] shall be obliged to pay the Lessor [Landlord] the amount towards the deposit of the allocated Premises as set out in the Schedule.
- At the expiry of the Lease the Lessor may apply the whole or portion of the Deposit Amount provided by the Lessee in terms of the Agreement.
- The Deposit Amount shall be refunded to the Tenant as soon as reasonably possible after the Tenant has vacated the Leased Premises.

**ix) Purpose of the Leased Premises**

- The Tenant shall be entitled to use the Leased Premises solely for the purposed set out in the Schedule annexed to the Agreement and for no other purpose whatsoever.

**x) Payment of Monthly Rental**

- The Monthly Rental shall be payable from the Commencement Date. In the event that the aforementioned date does not fall upon the first day of the month, the Tenant shall be liable to pay a pro rata share of the Monthly Rental calculated at a daily rate from the date of occupation until the last day of the month.
- Rental Payment will be 30 days after the receipt of the original invoice.
- Deposit payment will be limited to a maximum of 2 months rental amount.
- Late Payments: If the Tenant fails to pay its Monthly Rental or any other charges on the due date, the Landlord shall charge the Tenant and the Tenant shall pay on demand interest on

overdue sums at the rate of the publicly quoted basic prime rate of interest, per annum or part thereof.

**xi) Lessee's Obligations**

- The Lessee shall take all reasonable measures to protect the Premises and all its parts (including all fixtures, fittings, accessories, appliances and keys) from abuse, damage, destruction, and theft.
- The Lessee shall not disobey any of the conditions of the title of the Property or any of the laws, rules and regulations affecting owners, tenants or occupiers of the Property.
- The Lessee shall not cause or commit any nuisance on the Property or cause any annoyance or discomfort to other tenants or occupiers of the Property.
- The Lessee shall on the termination of the Lease return the premises and all its parts to the Lessor in good order, condition and repair, fair wear and tear accepted.

**xii) Lessor's Obligations**

- The Lessor is responsible for the maintenance, repair and replacement that become necessary in or to, the Property and all parts of it other than those which are the responsibility of tenants or of the local authority.
- The Lessor's obligations include the maintenance and repair of the structure of the Property, all systems, works and installations contained in it, the roofs, the exterior walls, the lifts, the grounds and gardens and all other common parts of the Property.
- The Lessor is responsible for the provision of physical security and electronic security to the premises and will provide insurances to the Lessee, ensuring that assets of the Lessee are protected at all times.
- The Lessor shall make provision for an appropriate Public Liability insurance to the satisfaction of the Lessee.

**xiii) Alterations**

- The Tenant may not affect any improvements, alterations or additions to the Leased Premises including, but not limited to, the air-conditioning units or the relocation thereof, without the written consent of the Landlord.

**xiv) Access**

- The Landlord is entitled to reasonable access to the Leased Premises for inspection, maintenance and repair. In the case of an emergency, the Landlord shall be entitled to immediate access to the Leased Premises without the Tenant's consent.

**xv) Dispute Resolution**

- Any dispute arising from or in connection with the Lease Agreement shall in the first instance be referred to the respective senior representatives of the Parties, who are responsible for them, who shall use their best endeavours to settle the dispute as expeditiously as is practically possible.

**xvi) Termination**

Either party may at any time during the Lease period, terminate the Lease Agreement with three months' notice to the other Party.

**SBD 3.1: PRICING DETAIL WITH FIRM UNIT PRICES**

### SBD 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.

Description	Unit	Qty	Rate per Unit	Total Monthly Rental	Total Annual Rental
Rate per Square metre	m <sup>2</sup>			R	R
Rate per Covered Parking Bay	no	12		R	R
				<b>Grand Total Annual Rental (A)</b>	R

Period	Rental Escalation		Total Rental Escalation	Annual Rental
	CPA <sup>1</sup>	Lessor <sup>2</sup>		
<b>10 Year Rental Cost</b>	CPA <sup>1</sup>	Lessor <sup>2</sup>		
<b>Year 1</b> - Carries from table above (A)	N/A	N/A	N/A	R
<b>Year 2</b> - Escalated from Previous year	6%	+ %	%	R
<b>Year 3</b> - Escalated from Previous year	6%	+ %	%	R
<b>Year 4</b> - Escalated from Previous year	6%	+ %	%	R
<b>Year 5</b> - Escalated from Previous year	6%	+ %	%	R
<b>Year 6</b> - Escalated from Previous year	6%	+ %	%	R
<b>Year 7</b> - Escalated from Previous year	6%	+ %	%	R
<b>Year 8</b> - Escalated from Previous year	6%	+ %	%	R
<b>Year 9</b> - Escalated from Previous year	6%	+ %	%	R
<b>Year 10</b> - Escalated from Previous year	6%	+ %	%	R

<b>TOTAL LEASE COST FOR TEN (10) YEAR PERIOD</b>	R
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**Note<sup>1</sup>: Rental Escalation Contract Price Adjustment (CPA)**, CPI figures will be used to escalate the rental amount annually on the anniversary of the occupation date.

For purpose of evaluating this bid, the percentages 6% will be used for CPI **however** the 6% will be substituted with the actual annual CPA as calculated that applicable year.

**Note<sup>2</sup>: Rental Escalation Lessor**, the lessor must indicate here their own escalation required in addition to CPA.

<u>PRICE QUOTATION BASIS</u>	
	Price quoted is fully inclusive of all costs including disbursements and other overheads, delivery to the specified SANParks Business Unit geographical address and includes value-added tax, income tax, unemployment insurance fund contributions, and skills development levies.
<u>DETAIL PRICING SUPPORT</u>	
	Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided with reference to such included in this SBD3.
<u>PRICE CHANGES</u>	
	Price changes whether as a result of CPI, PPI, extensions or expansions will be allowed in terms of the signed contract by both parties.
<u>APPLICATION OF PREFERENCE POINTS</u>	
	Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.
<b>GENERAL CONDITIONS OF CONTRACT</b>	
<p>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".</p> <p><b>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.</b></p>	
GCC1	<p><b>1. Definitions - The following terms shall be interpreted as indicated:</b></p> <p>1.1. <b>"Closing time"</b> means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. <b>"Contract"</b> means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. <b>"Contract price"</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. <b>"Corrupt practice"</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. <b>"Countervailing duties"</b> imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. <b>"Country of origin"</b> means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of</p>

	<p>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. <b>“Day”</b> means calendar day.</p> <p>1.8. <b>“Delivery”</b> means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. <b>“Delivery ex stock”</b> means immediate delivery directly from stock actually on hand.</p> <p>1.10. <b>“Delivery into consignees store or to his site”</b> means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. <b>“Dumping”</b> occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. <b>“Force majeure”</b> means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. <b>“Fraudulent practice”</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. <b>“GCC”</b> mean the General Conditions of Contract.</p> <p>1.15. <b>“Goods”</b> means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. <b>“Imported content”</b> means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. <b>“Local content”</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. <b>“Manufacture”</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. <b>“Order”</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. <b>“Project site”</b>, where applicable, means the place indicated in bidding documents.</p> <p>1.21. <b>“Purchaser”</b> means the organization purchasing the goods.</p>
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	<p>1.22. <b>“Republic”</b> means the Republic of South Africa.</p> <p>1.23. <b>“SCC”</b> means the Special Conditions of Contract.</p> <p>1.24. <b>“Services”</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. <b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	<b>2. Application</b>
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	<b>3. General</b>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	<b>4. Standards</b>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<b>5. Use of contract documents and information</b>
	<p>5.1. The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to</p>

	<p>the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>GCC6</b>	<b>6. Patent rights</b>
	<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<b>GCC7</b>	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2 a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<b>GCC8</b>	<b>8. Inspections, tests and analyses</b>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not</p>



	<p>comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>GCC9</b>	<b>9. Packing</b>
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>GCC10</b>	<b>10. Delivery and Documentation</b>
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
<b>GCC11</b>	<b>11. Insurance</b>
	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<b>GCC12</b>	<b>12. Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall</p>

	be specified in the SCC.
<b>GCC13</b>	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<b>GCC14</b>	<b>14. Spare parts</b>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>GCC15</b>	<b>15. Warranty</b>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the</p>

	<p>country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
<b>GCC16</b>	<b>16. Payment</b>
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
<b>GCC17</b>	<b>17. Prices</b>
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>GCC18</b>	<b>18. Contract amendment</b>
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>GCC19</b>	<b>19. Assignment</b>
	<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
<b>GCC20</b>	<b>20. Subcontract</b>
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation</p>

	under the contract
GCC21	<b>21. Delays in supplier's performance</b>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	<b>22. Penalties</b>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	<b>23. Termination for default</b>
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract,</p>

	<p>by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. The date of commencement of the restriction</p> <p>23.6.3. The period of restriction; and</p> <p>23.6.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and</p>
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	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.
GCC24	<b>24. Anti-dumping and countervailing duties and rights</b>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<b>25. Force Majeure</b>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	<b>26. Termination for insolvency</b>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	<b>27. Settlement of disputes</b>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the</p>

	<p>supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
<b>GCC28</b>	<b>28. Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>GCC29</b>	<b>29. Governing language</b>
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
<b>GCC30</b>	<b>30. Applicable law</b>
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>GCC31</b>	<b>31. Notices</b>
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
<b>GCC32</b>	<b>32. Taxes and duties</b>

	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>
GCC33	<b>33. National Industrial Participation Programme</b>
	<p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
GCC34	<b>34. Prohibition of restrictive practices</b>
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, 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><b>Contracted Party Due Diligence</b></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><b>Jigs, Tools, and Templates, where applicable</b></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><b>Copyright and Intellectual Property</b></p> <p>All background intellectual property (existing prior to this contract) invests in and remains the</p>



sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract.

The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property.

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

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

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

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

The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause.

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

**Confidentiality**

The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not:

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

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

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

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

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

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

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

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

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

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

## PREFERENCE POINTS CLAIMED (SBD 6.1)

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND ASSOCIATED REGULATIONS

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 POLICY FRAMEWORK ACT, 2000 AND ASSOCIATED REGULATIONS.**

#### 1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2.
- 1.2.1. The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

- 1.3. Points for this bid shall be awarded for:
- 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:

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

- 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

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

$P_s$  = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8

6	6
7	4
8	2
Non-compliant contributor	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:

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

**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)

**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	YES / NO



attached schedule:	
Was any contract between the Bidder and any SANParks terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

<sup>1</sup>“State” means –

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

(b) any municipality or municipal entity;

(c) provincial legislature;

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

(e) Parliament.

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

2.7 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 / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have 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**

2.10.1 If so, furnish particulars.

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

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

**YES/NO**

If so, furnish particulars:

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

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

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

## BID SUBMISSION CERTIFICATE FORM

	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to SANParks in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.	
	My offer remains binding upon me and open for acceptance by SANParks during the validity period indicated and calculated from the closing time of Bid Invitation.	
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:	
	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto
	Bidder's responses to this invitation as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
		CSD / Tax clearance letter where applicable
	Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)
	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and supported by a valid BBEE certificate that has been certified as either copy or original.	
	Declaration of Bidder's past SCM practice (SBD 8)	General Conditions of Contract and special/additional conditions of contract as set out in this document
	NIPP Obligations (SBD 5) where applicable	Local Content and Local Manufacturing Certification (SBD 6.2) in accordance with the SABS standard
	I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.	
	I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.	
	I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.	
	I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD 6.2 where applicable, SBD5 where applicable, SBD8, SBD9) is correct and I accept that SANParks may reject	

	the Bid or act against me should these declarations prove to be false.
	I confirm that I am duly authorised to sign this offer/ bid response.
NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	



# ANNEXURE A:

## Designated Footprint





# **ANNEXURE B:**

**Letter of Good Standing on Compensation for Occupational Injuries & Diseases Act (COIDA),  
obtained from the Department of Labour**

# **ANNEXURE C:**

**Submission of Proof confirming location of proposed building / facility for lease**

# **ANNEXURE D:**

**Submission of Proof confirming the minimum floor area as required available for this lease**

# ANNEXURE E:

Submission of Proof confirming the facility will be reconfigured to fulfil the requirements of the scope of needs

# ANNEXURE F:

**Submission of Proof confirming the allocation of the required number of parking bays required for this lease**

# **ANNEXURE G:**

## **Mandatory Requirements**

### **Evaluation Stage 2A – Mandatory Requirements**

	<b>Criteria – Minimum Mandatory requirements.</b>	<b>100% Compliance - YES</b>	<b>Bidders Note*:</b>
1	Location - Brackenfell, Brackenfell South, Stikland, Bellville Park, Vredeklouf, Stellenberg, Stellenridge, Ridgeworth		
2	Accessible from major routes - N1, N2, R300 & Airport		
3	Floor space available (Footprint $\pm 310\text{m}^2$ ) based on a <u>single level</u> .		
4	Minimum number of air-conditioned offices available = 11 (Excluding reception, boardroom, etc.)		
5	Office size $\pm 12\text{m}^2$		
6	1 x boardroom available and sufficient for min of 10 people		
7	Undercover secure parking on site for min 12 vehicles		
8	1 x air-conditioned reception		
9	1 x Kitchen		
10	1 x Archive $\pm 20\text{m}^2$		

11	1 x Server/printer room		
12	Own entrance (Lockable & secure)		
13	Male & Female toilet facility available inside offices (not shared with other Tenants in the building.)		
14	Physical Security 24/7 and/or Electronic Security (CCTV and Access Control) Installed "bio-metric" or "tag" access control, electric or remote door control from reception		
15	Sufficient electrical supply for - Aircon, Kitchen, IT services and Office Equipment		
16	Sufficient lighting in - <ul style="list-style-type: none"> <li>• Reception, offices, passages,</li> <li>• For security outside offices or parking area (walking from vehicle early morning / late at night)</li> </ul>		

**Bidders Note\*:** Add additional information, or refer to submission for more detail information

**Bidders are not eligible for the Price and Preference scoring stage where they are not 100% compliant on Mandatory Requirements.**