APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE SPACE RENTAL (PRETORIA) FOR A PERIOD OF FIVE (5) YEARS – GROENKLOOF NATIONAL PARK

Bid Number	GNP-036-26
Advert Date	26 August 2026
Issuer	South African National Parks (SANParks)
Closing Date and Time	Date: 23 September 2026 Time: 11:00

Bidders must ensure that bids are delivered timeously to the correct address. Late bids will not be accepted for consideration.

The bid box is generally accessible 24 hours a day, 7 days a week, at the delivery address stated below.

643 LEYDS STREET, MUCKLENEUK, PRETORIA **(MAIN GATE: TENDER BOX)**

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000), THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

ANNEXURE A

PART A
INVITATION TO BID

<table>
<tr><td colspan="6">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS</td></tr>
<tr><td>BID NUMBER:</td><td>GNP-036-26</td><td>CLOSING DATE:</td><td>23 September 2026</td><td colspan="2">CLOSING TIME: 11:00 am</td></tr>
<tr><td>DESCRIPTION</td><td colspan="5">APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE SPACE RENTAL (PRETORIA) FOR A PERIOD OF FIVE (5) YEARS – GROENKLOOF NATIONAL PARK</td></tr>
<tr><td colspan="6">BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</td></tr>
<tr><td colspan="6">643 LEYDS STREET, MUCKLENEUK, PRETORIA (MAIN GATE: TENDER BOX)
NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above. No Bids from any bidder shall be accepted if sent via the Internet or e-mail.
There shall be no public opening of the Bids received.
No late submissions will be accepted.</td></tr>
<tr><td colspan="3">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</td><td colspan="3">TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</td></tr>
<tr><td>CONTACT PERSON</td><td colspan="2">Thivhulawi Ratshibvumo</td><td>CONTACT PERSON</td><td colspan="2">Suveer Mewalal</td></tr>
<tr><td>TELEPHONE NUMBER</td><td colspan="2">012 426 5227</td><td>TELEPHONE NUMBER</td><td colspan="2">012 426 5196</td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="2">Thivhulawi.ratshibvumo@sanparks.org</td><td>E-MAIL ADDRESS</td><td colspan="2">suveer.mewalal@sanparks.org</td></tr>
<tr><td colspan="6">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="5"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="5"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="5"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="5"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="5"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>CENTRAL SUPPLIER DATABASE No:</td><td colspan="2">MAAA</td></tr>
<tr><td>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</td><td colspan="2">TICK APPLICABLE BOX]
☐ Yes
☐ No</td><td>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</td><td colspan="2">[TICK APPLICABLE BOX]
☐ Yes
☐ No</td></tr>
<tr><td colspan="6">[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]</td></tr>
</table>

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

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, 2022, 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: …………………………

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

Briefing Session	Non-compulsory Briefing Session Date: 02 September 2026 Time: 11:00 am Venue: Microsoft Teams Link: https://teams.microsoft.com/meet/373652333001567?p=TX6EENV9CTDkzONnxn	
Bid Validity	**Validity Period from Date of Bid Closure:**	**150 Days**
	The tender proposal must remain valid for at least 150 days after the tender closing date and time.	

CORRESPONDENCES / QUERIES

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed above in SBD 1 or below. Under no circumstances may any other employee within SANParks be approached for any information. SANParks reserves the right to place responses to such queries on the website.

Any queries regarding the bidding procedure may be directed to:

Department: Supply Chain Management

Contact Person: Mr Thivhulawi Ratshibvumo

Tel: 012 426 5227

E-mail address: Thivhulawi.ratshibvumo@sanparks.org

CONDITIONS AND INSTRUCTION TO THE BIDDER

a) The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.

b) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).

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

d) 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.

e) 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.

f) 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.

g) 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.

h) 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.

INTENTION TO SELL

Is the bidder in the process of selling the bidding company?	❑ YES ❑ NO
Does the bidder have any intension of selling the bidding company within the next 12 months?	❑ YES ❑ NO
Does the bidder have any intension of selling the bidding company within the next 12 months to 60 months?	❑ YES ❑ 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

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 endorsement 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.

NB: Important Notice: ***Bidders are to be aware of scammers who pose as SANParks employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids.***

***SANParks is in no way selling the bid document, all documents shall be found on the SANParks website and National Treasury e-Tender Portal and awarded bids are notified through the website under "bids awarded" and SANParks shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids*.**

NB – Important Notice: *Bidders are cautioned against scammers who pose as SANParks employees selling bid documents or offering monetary gratuity in exchange for information or the awarding of bids. SANParks does not sell bid documents; all documents are available on the SANParks website and the eTender Portal, and awarded bids are published on the website under "Bids Awarded". SANParks will never ask any bidder for monetary gratuity in exchange for information or for manipulating the outcome of bids.*

BID DOCUMENTS

Number of ORIGINAL bid documents for contract signing	**TWO (2)**
Electronic copy of the original document in PDF (flash drive / USB)	**ONE (1)**
Bid submissions must contain two original documents, initialled on each page and signed where required. A digital version on USB / memory stick containing the bid document and all supporting documents (the fully completed bid proposal with its attachments) must be provided within the bid envelope. These serve as the original sets of bid documents and form part of the contract.	

RETURNABLE DOCUMENTS – COMPLIANCE AND GOVERNANCE VERIFICATION (STANDARD BIDDING DOCUMENTS)

Verification during this stage reviews bid responses for compliance with the RFB requirements. A bidder may be disqualified if it does not fully comply. The requirements include the following:

Invitation to Bid (SBD 1) – fully completed and signed.	(Refer to Annexure A)
Fully completed Pricing Schedule (SBD 3.1).	(Refer to Section 8)
Fully completed SBD 4 (Bidder's Disclosure).	(Refer to Annexure B)
Fully completed SBD 6.1 (Preference Points Claim Form), accompanied by the original or certified B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit (DTIC/CIPC).	(Refer to Annexure C)
Fully completed SBD 7 (Contract Form).	(Refer to Annexure D)
Fully completed, signed and initialled General Conditions of Contract (GCC).	(Refer to Annexure E)
Standard Terms and Conditions of Contract for Services	(Refer to Annexure F)
Proof of registration on the Central Supplier Database (CSD).	(See below)

CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information will lead to disqualification. Proof of registration on the CSD must be provided.

PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (POPIA)

SANParks adheres to the requirements of the Protection of Personal Information Act, 4 of 2013 (POPIA), which came into effect on 1 July 2021. SANParks is committed to protecting privacy and ensuring that personal information collected is used properly, lawfully and transparently.

TERMS OF REFERENCE – APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE SPACE RENTAL (PRETORIA) FOR A PERIOD OF FIVE (5) YEARS – GROENKLOOF NATIONAL PARK

1. INTRODUCTION TO SANPARKS

South African National Parks (SANParks) was initially established in terms of the now-repealed National Parks Act, 57 of 1976, and continues 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. As a public entity, SANParks is also governed by the Public Finance Management Act, 1 of 1999 (as amended by Act 29 of 1999), and is listed as a Schedule 3 Part A: 25 public entity.

Our vision is a world-class system of sustainable national parks reconnecting and inspiring society.

Our mandate is to deliver on the 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.

The parks under the management of SANParks are divided into six (6) regions:

Region	Regional Office	Parks Managed
Arid	Upington	Kgalagadi, Augrabies, Richtersveld, Namaqua, Mokala
Cape	Cape Town	Table Mountain, Agulhas, West Coast, Tankwa Karoo, Bontebok
Garden Route	Knysna	Stormsriver Mouth (Tsitsikamma), Knysna Forests, Wilderness
Frontier	Port Elizabeth	Addo, Camdeboo, Mountain Zebra, Karoo
North	Pretoria, Head Office	Golden Gate, Marakele, Mapungubwe, Groenkloof (Head Office)
Kruger National Park	Skukuza	Kruger National Park

Furthermore, SANParks oversees the management of the parks and provides strategic guidance and support from its Head Office in Pretoria.

2. BUSINESS UNIT RESPONSIBLE FOR THE BID

The Facilities Management department is responsible for the coordination and allocation of support services to all the strategic departments accommodated at Head Office in Pretoria.

3. CONTEXT OF THIS PROCUREMENT

The purpose of this bid is to invite prospective bidders to submit proposals for the appointment of a service provider for office space rental (Pretoria) for a period of five (5) years for Groenkloof National Park.

4. CONTRACT PERIOD

The leased offices will be provided for a period of five (5) years, subject to contractual performance. The contract period commences on the date on which both parties sign the contract's signature page.

5. SPECIFICATIONS / SCOPE OF WORK

5.1 Background

SANParks Head Office has limited office space, and an increase in staff capacity has necessitated the sourcing of additional office space in the proximity of Head Office.

5.2 Scope of Work

SANParks has identified the office requirements of the following departments that need to relocate to the proposed leased offices: ICT, ERM, AIM, Resource Mobilisation and Internal Audit. The vicinity has been designated within the footprint highlighted in the map below (see also Annexure E), which includes the following suburbs in the greater Tshwane municipality:

- Muckleneuk
- Lukasrand
- Groenkloof
- Nieuw Muckleneuk
- Brooklyn
- Bailey's Muckleneuk

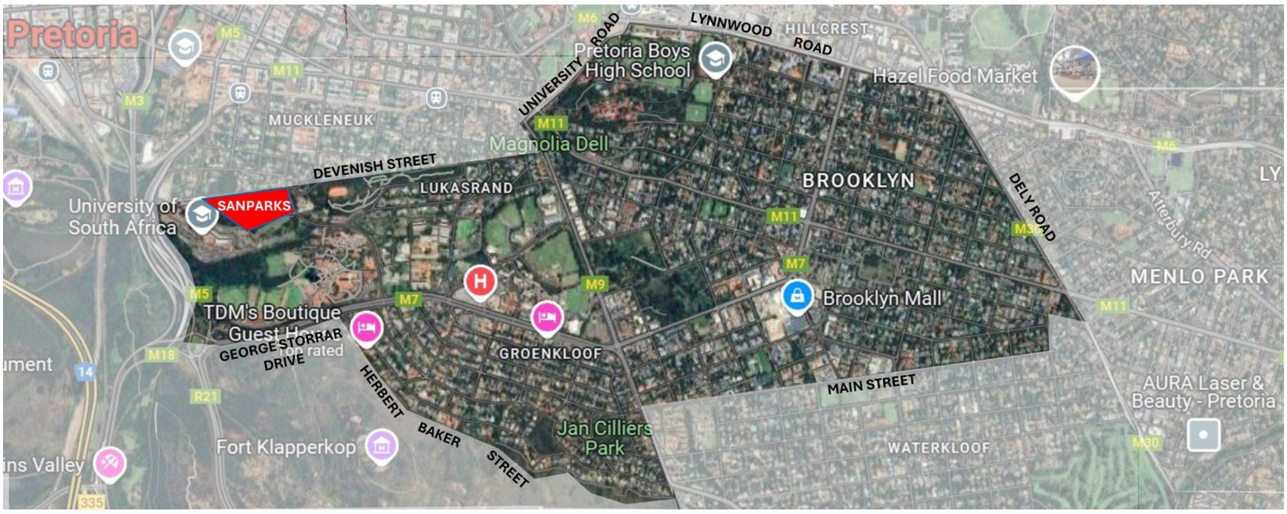

Figure 1: Designated footprint for the proposed leased offices (see Annexure E).

5.3 Needs Analysis and Detailed Requirements

5.3.1 Office and space requirements.

The office and support (ancillary) requirements are as follows (see also Annexure D):

SPACE DESCRIPTION	NOMINAL FACILITY SIZE (m²)	NUMBER OF FACILITIES	REQUIRED FLOOR AREA (m²)
HOD Office Suites	30	2	60
G.M. Office Suites	20	5	100
Senior Management Offices	15	25	375
Middle Management Offices	12	8	96
Supervisory Offices / Hot Desk	12	14	168
Clerical / Admin Open Plan	10	7	70
Sub-total – Office Accommodation			**869**
Main Conference Room (35 pax)	45	1	45
Boardrooms (15–20 pax)	20	3	60
Reception / Waiting Area	20	1	20
Eating / Pause Area	50	1	50
Walk-in Safe Room	30	1	30
Storeroom	10	1	10
Kitchen Facilities	15	2	30
Male Ablutions	15	3	45
Female Ablutions	15	3	45
Printing Areas (shared)	8	4	32
Sub-total – Support (Ancillary) Accommodation			**367**
TOTAL MINIMUM RENTABLE FLOOR AREA			**1,236**

For the purposes of the Phase 2 technical evaluation, the proposed layout will be assessed against the following sixteen (16) space requirements:

(1) HOD office suites [2];

(2) General Management offices [5];

(3) Senior Management offices [25];

(4) Middle Management offices [8];

(5) Supervisory offices / hot desks [14];

(6) Clerical / admin open plan [7];

(7) Main conference room [35-pax capacity];

(8) Boardrooms × 3 [15–20-pax capacity];

(9) Safe room [30 m²];

(10) Storeroom [10 m²];

(11) Kitchens × 2 [15 m² each];

(12) Printing areas × 4 [shared, 8 m² each];

(13) Eating / pause area [50 m²];

(14) Reception and waiting area [20 m²];

(15) Ablutions [male and female – dedicated to SANParks and not shared with other tenants];

(16) Outdoor open area.

5.3.2 Detailed parking requirements.

PARKING DESCRIPTION	REQUIRED NO. OF BAYS
Undercover Staff Parking	38
Open Visitor Parking	23
TOTAL	**61**

5.3.3 General building requirements. In addition to the accommodation schedule above, the proposed building must provide:

a) adequate and efficient air-conditioning to all designated spaces and offices;

b) energy-efficient lighting with suitable lux levels in all areas, including external security lighting;

c) universal access – a wheelchair-friendly environment with provision for physically impaired persons (SANS 10400 Part S);

d) physical security 24/7 and electronic security (CCTV and access control), including biometric access control to the designated office environment;

e) alternative power supply in the event of power supply interruptions to the building, and alternative water supply in the event of water supply disruptions; and

f) ablution facilities (male and female) dedicated to SANParks and not shared with other tenants.

5.4 Lease Period

The period for leasing these facilities is five (5) years.

Anticipated commencement date: 01 November 2026, or by mutual agreement.

Tenderers are required to demonstrate their ability to make the office space available to SANParks for the full five (5) year period. The onus rests with the tenderer to supply sufficient information to allow for proper evaluation of the above. During further evaluation, SANParks shall evaluate the responsiveness of tenders using the evaluation method, criteria and weightings specified in this document.

5.5 General Landlord Obligations and Services (for the duration of the lease)

In line with standard commercial leasing practice, the successful bidder (the Landlord) will, for the duration of the lease and at no additional cost to SANParks unless expressly priced otherwise in the Pricing Schedule, be responsible for the following:

5.5.1 Statutory compliance: maintaining a valid Certificate of Occupancy for the building in terms of the National Building Regulations and Building Standards Act, 103 of 1977; compliance with the Occupational Health and Safety Act, 85 of 1993 and applicable SANS standards; and compliance with all applicable City of Tshwane by-laws, including fire safety by-laws.

5.5.2 Maintenance and repairs: maintenance, repair and replacement of the structure, exterior, roof, common areas, lifts (where applicable), electrical and plumbing reticulation, and air-conditioning installations (including regular servicing). Emergency or critical faults affecting the usability, safety or security of the premises must be attended to within twenty-four (24) hours of notification; routine maintenance items within seven (7) business days.

5.5.3 Cleaning, hygiene and grounds: cleaning and upkeep of common areas and the building exterior; refuse removal; pest control at appropriate intervals; and maintenance of gardens, landscaping and external paved areas.

5.5.4 Utilities and metering: consumption charges for electricity and water attributable to the leased premises shall be separately metered or check-metered and recovered from the Tenant at cost (municipal tariffs), without mark-up, unless expressly included in the rental as declared in the Pricing Schedule.

5.5.5 Insurance: comprehensive building insurance and public liability insurance for the building and common areas. Proof of such insurance must be provided on appointment and annually thereafter on request. The Tenant remains responsible for insuring its own contents.

5.5.6 Access: SANParks staff shall have access to the leased premises and allocated parking twenty-four (24) hours a day, seven (7) days a week, subject to the building's security procedures.

5.5.7 ICT readiness: the building must be capable of accommodating a dedicated, access-controlled server room with adequate electrical supply and cooling and must have existing fibre-optic connectivity or ducting enabling connection by at least one fibre network provider, given that the SANParks ICT department will be accommodated in the premises.

5.5.8 Signage: SANParks shall be entitled to display reasonable corporate signage and branding at the premises, at positions agreed with the Landlord and subject to applicable municipal approvals.

5.5.9 Incoming and outgoing inspections: a joint inspection of the premises shall be conducted and recorded in writing at beneficial occupation and again at termination of the lease, to record the condition of the premises.

6. SPECIAL CONDITIONS OF CONTRACT PERFORMANCE

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

6.1 Equivalent SAPOA Office Grading [Grade B – minimum standard; Grade A preferred]

Grade A: a building not older than five (5) years, or one that has undergone major refurbishment. Features include high-quality modern finishes, air-conditioning and adequate on-site parking. If the building is older, accommodation and finishes are close to modern standards as a result of refurbishment and renovation from time to time.

Grade B: generally older buildings, but accommodation and finishes are close to modern standards as a result of refurbishment and renovation from time to time. Air-conditioning and on-site parking are considered essential.

6.2 Universal Access

The Landlord (appointed service provider) will ensure that the leased premises comply 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.

6.3 Security

The Landlord will ensure that the assets, staff, visitors and leased facility of the Tenant (SANParks) are secured and safe at all times. Insurance and guarantees in respect of public liability must be provided on appointment.

6.4 Zoning

The Landlord will make available the City of Tshwane planning scheme documentation outlining the property description, the zoning certificate confirming that the property is lawfully zoned for office use, and the title deed, for purposes of the final agreement / contract.

6.5 Fire and Emergency Plans

The Landlord must ensure that fire and emergency plans are in place and that the Tenant is briefed on a regular basis on changes and amendments to these plans. Fire equipment must be serviced in accordance with SANS 1475 and proof of servicing made available to the Tenant on request.

6.6 Tenant Installations (Fit-Out)

The fit-out of the facility for the purposes intended by SANParks will be carried out by the Landlord, at the Landlord's cost, to the approval of SANParks, and absorbed into the monthly rental. All built or constructed configurations to the leased facility will be implemented and managed by the Landlord, and only with the approval of the Tenant.

6.7 Certificates of Compliance

The Landlord will make available to the Tenant, on beneficial occupation: (a) a current Electrical Certificate of Compliance in terms of SANS 10142-1; and (b) a copy of the building's Certificate of Occupancy.

6.8 Beneficial Occupation

The Tenant shall be entitled to access the leased premises on the beneficial occupation date, as set out in the schedule, for the purposes of furnishing and related activities.

If the Landlord 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 attributable to the fault of the Landlord, the Tenant shall have the right to terminate or cancel this lease forthwith by giving the Landlord notice of its intention to do so.

6.9 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.

6.10 Financial Security (Deposit)

For the purposes of the lease agreement, the Lessee (Tenant) shall be obliged to pay the Lessor (Landlord) a deposit in respect of the allocated premises, as set out in the schedule and stated in the Pricing Schedule. The deposit shall be refunded to the Tenant as soon as reasonably possible after the Tenant has vacated the leased premises, less only amounts lawfully deductible for damage beyond fair wear and tear.

6.11 Purpose of the Leased Premises

The Tenant shall be entitled to use the leased premises solely for the purpose set out in the schedule annexed to the agreement, and for no other purpose whatsoever.

6.12 Lessee's Obligations

6.12.1 The Lessee shall take all reasonable measures to protect the premises and all their parts (including all fixtures, fittings, accessories, appliances and keys) from abuse, damage, destruction and theft.

6.12.2 The Lessee shall not contravene any of the conditions of title of the property or any of the laws, rules and regulations affecting owners, tenants or occupiers of the property.

6.12.3 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.

6.12.4 The Lessee shall, on termination of the lease, return the premises and all their parts to the Lessor in good order, condition and repair, fair wear and tear excepted.

6.13 Lessor's Obligations

The Lessor is responsible for the maintenance, repair and replacement that becomes necessary in or to the property and all parts of it, other than those that are the responsibility of tenants or the local authority, and shall perform the services set out in paragraph 5.5 above.

6.14 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.

6.15 Access by the Landlord

The Landlord is entitled to reasonable access to the leased premises for inspection, maintenance and repair, on reasonable prior notice to the Tenant and subject to the Tenant's security protocols.

In the case of an emergency, the Landlord shall be entitled to immediate access to the leased premises without the Tenant's prior consent.

6.16 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 responsible for the agreement, who shall use their best endeavours to settle the dispute as expeditiously as is practically possible. Should the dispute remain unresolved, it shall be dealt with in accordance with the dispute resolution provisions of the General Conditions of Contract.

THE BID EVALUATION PROCESS

The bid shall be evaluated in four (4) sequential phases. Each phase is a gate: only bidders who pass a phase will proceed to the next phase. The phases are summarised below.

Phase	Description	Basis of Evaluation	Gate to Next Phase
1	**Mandatory Requirements**	Comply / not comply, assessed strictly against the documentary evidence submitted with the bid.	Full compliance with ALL mandatory requirements.
2	**Technical Evaluation – Documentation-Based**	Scored out of 100 points against the documents and plans submitted with the bid.	Minimum threshold of 80 points (80%).
3	**Technical Evaluation – Site Visit**	Scored out of 100 points based on a physical inspection of the proposed premises by the SANParks evaluation panel.	Minimum threshold of 80 points (80%).
4	**Price and Specific Goals**	Evaluated in terms of the 80/20 preference point system (80 points for price; 20 points for specific goals) in accordance with the Preferential Procurement Regulations, 2022.	Award recommendation.

PHASE 1: MANDATORY REQUIREMENTS

The bidder must indicate compliance or non-compliance with each requirement below and must substantiate its response with the specified supporting evidence. Where additional space is required, the substantiation must be clearly cross-referenced to the relevant requirement and attached behind the applicable annexure (Annexure F, G, H & I).

Evaluation rule: Mandatory requirements are evaluated on a comply / not comply basis, strictly against the documentary evidence submitted with the bid by the closing date and time. Failure to comply with any mandatory requirement, failure to submit the specified evidence, or submission of evidence that does not confirm the requirement, will result in the bid being disqualified and not considered for further evaluation. SANParks may, at its sole discretion, request clarification of documentation already submitted; however, no new documentation that alters the substance of the bid may be submitted after the closing date.

No.	Mandatory Requirement	Evidence Required (to be submitted with the bid)	Comply YES	Comply NO	Bidder's Reference (page / annexure)
M1	**<u>LOCATION</u>** The proposed building / facility offered for lease must be physically located within the designated footprint defined in Annexure E (comprising Muckleneuk, Lukasrand, Groenkloof, Nieuw	**Both (a) and (b) must be submitted [Annexure F]:** **(a)** ONE of the following, reflecting the physical address (street address and/or erf number) of the proposed facility: (i) a municipal utility account (electricity, water and/or rates) not older than two (2)			

	Muckleneuk, Brooklyn and Bailey's Muckleneuk).	months as at the closing date of the bid; OR (ii) a current zoning certificate issued by the City of Tshwane reflecting the property description. The account need not be in the bidder's name, provided it reflects the address of the proposed facility; AND **(b)** a map extract (e.g. Google Maps) clearly indicating the position of the proposed facility in relation to the designated footprint, annotated with the physical address of the facility.			
M2	**<u>BUILDING FLOOR AREA AND PARKING</u>** The existing building must provide a minimum of 1,236 m² of rentable floor area, together with a minimum of thirty-eight (38) undercover staff parking bays and twenty-three (23) open visitor parking bays, all available for this bid [Annexure D]. Floor areas must be measured on a rentable-area basis in accordance with the SAPOA Method for Measuring Floor Areas.	**All of the following must be submitted [Annexure G]:** **(a)** Scaled architectural / technical floor plans of the existing building, clearly indicating dimensions and the floor area (m²) of each space; **(b)** a site / parking layout plan indicating the specific parking bays (undercover and open) allocated to this bid, with the number of bays clearly stated; and **(c)** recent general photographs of the building and accommodation.			
M3	**<u>PROOF OF OWNERSHIP / AUTHORISED MANDATE</u>** The bidder must be the registered owner of the proposed property, or must hold a written mandate from the registered owner to offer and let the property for the purposes of this bid. The property must be confirmed as available for letting as outlined in the specifications of this bid.	**To be submitted [Annexure H]:** **(a) Where the bidder is the registered owner:** a copy of the title deed, or a Deeds Office / registered deeds search printout not older than three (3) months, reflecting the bidder as the registered owner; OR **(b) Where the bidder is not the registered owner:** a copy of the title deed (or deeds search as above) PLUS a signed and dated letter of authorisation / mandate from the registered owner – whose name must			

		correspond with the title deed – authorising the bidder to offer, market and let the property for this bid. Where the registered owner is a juristic person or trust, the mandate must be signed by a duly authorised representative and supported by the applicable resolution or letter of authority.			
M4	**<u>EXISTING OCCUPATION CERTIFICATE</u>**	**To be submitted [Annexure I]:** An existing copy of the occupation certificate for the proposed property issued by Tshwane Municipality in terms of Section 14(1)(a) of the National Building Regulations and Standards Act, Act 103 of 1977, as revised and the conditions on which approval was granted in terms of Section 7 of the mentioned Act.			

PHASE 2: TECHNICAL EVALUATION

Bids that comply with all Phase 1 mandatory requirements will be evaluated on functionality against the criteria below, based solely on the documents, plans and information submitted with the bid. The maximum score is 100 points.

Qualification threshold: Bidders must achieve a minimum of 80 points (80%) in Phase 2 to proceed to Phase 3. Bidders who fail to achieve the minimum threshold will be eliminated from further evaluation.

Criterion	Evidence Required (to be submitted with the bid)	Max Points	Allocation of Points
1. Proximity: Distance from SANParks Head Office (643 Leyds Street, Muckleneuk).	Map extract indicating the measured road-route distance (km) between the proposed facility and 643 Leyds Street.	10	**10** points = 0 – 3 km from SANParks Head Office **5** points = more than 3 km and up to 7 km **1** point = more than 7 km
2. Proposed layout plan (to meet SANParks requirements): The proposed layout must address the sixteen (16) space requirements set out in paragraph 5.3.1 of the Scope of Work and in the Schedule of Accommodation (Annexure D).	Proposed space / layout plan and floor plans identifying each of the sixteen (16) required spaces, with floor areas (m²) and capacities indicated, cross-referenced against the Schedule of Accommodation (Annexure D).	40	**40** points = 14 to 16 of the 16 requirements met in the proposal (more than 90%) **20** points = 11 to 13 of the 16 requirements met (70% – 90%) **1** point = 10 or fewer of the 16 requirements met (less than 70%)
3. Designated parking (to meet SANParks requirements): Undercover staff parking [38 bays] and open visitor parking [23 bays].	Site / parking layout plan showing clearly demarcated and numbered bays allocated to this bid (undercover and open).	10	**10** points = exceeds the full requirement (more than 38 undercover and 23 open bays) **8** points = parking clearly defined and meets the full requirement **1** point = no allocation of parking and/or does not meet the full requirement
4. Universal access: Wheelchair-friendly environment; provision for physically impaired persons (SANS 10400 Part S).	Plans and/or photographs showing ramps, lifts (where applicable) and accessible ablutions, together with a statement of compliance with SANS 10400 Part S.	10	**10** points = meets the minimum standard without any impediments and/or restrictions **1** point = no or inadequate provision for physically impaired persons and wheelchair access
5. Security: Physical security 24/7 and alarm systems with armed response as a minimum	Description of the physical and electronic security measures with supporting specifications, layouts and/or copies of current	10	**10** points = enhanced security measures that exceed the requirements **8** points = meets the minimum requirements for the security stipulations

requirement; electronic security (CCTV and access control), with security gates and burglar proofing to all windows; biometric access control to the designated office environment.	security service agreements.		**1** point = no provision for physical and electronic security measures
6. Alternative power and water supply: Alternative power supply in the event of power interruptions, and alternative water supply in the event of water outages and supply disruptions to the building.	Specifications and capacities of the standby generator / UPS and water storage / backup installations, with recent maintenance or service records.	**10**	**10** points = additional enhancements, including UPS and energy-saving initiatives **8** points = alternative power and water on site that meets the minimum requirement **1** point = no alternative power and water supply (or only one of the two)
7. Fire and emergency equipment and installations: Portable fire extinguishers, hose reels and hydrants installed as a minimum requirement meeting the legal requirements. Enhanced installations include fire detection and suppression systems.	Fire equipment layout, valid service certificates for fire equipment (SANS 1475), and the emergency evacuation plan for the building.	**10**	**10** points = enhanced fire and emergency provision, including fire detection and suppression and other measures **8** points = meets the legal requirements for fire and emergency planning **1** point = inadequate fire and emergency provision
TOTAL		**100**	**Minimum qualifying threshold: 80 points (80%)**

PHASE 3: TECHNICAL EVALUATION – SITE VISIT

Bidders who achieve the Phase 2 minimum threshold will be subjected to a physical site inspection of the proposed premises by the SANParks evaluation panel. The purpose of the site visit is to verify, on site, the information and documentation submitted with the bid and to assess the physical condition and suitability of the premises. The maximum score is 100 points.

<u>Site visit protocol</u>

1. SANParks will schedule the site visit with each qualifying bidder in writing, with at least forty-eight (48) hours' notice.
2. The bidder (or a duly authorised representative) must attend the site visit and must provide the evaluation panel with unrestricted access to all areas offered in the bid, including parking areas, plant rooms and service installations.
3. Failure to grant access, or failure to attend the scheduled site visit without prior written arrangement of an alternative date acceptable to SANParks, will result in the bidder being eliminated from further evaluation.
4. The evaluation panel may take photographs and measurements and may request sight of original certificates (e.g. fire equipment service certificates, electrical Certificate of Compliance) during the visit.
5. Only the premises offered in the bid will be evaluated; no alternative or substitute premises may be presented at the site visit.
6. All costs of hosting the site visit are for the bidder's account. The site visit does not constitute acceptance of the bid or any representation by SANParks.

<u>Site visit evaluation criteria</u>

Criterion	What Will Be Verified on Site (Evidence Required)	Max Points	Allocation of Points
1. Conformity of the premises with the submitted bid	The building and address correspond with the documentation submitted (plans, photographs, map); the floor areas, spaces and proposed layout submitted in Phase 2 are achievable within the building as inspected.	**20**	**20** points = premises fully consistent with the submitted documentation **10** points = minor discrepancies that do not affect compliance with the requirements **1** point = material discrepancies between the premises and the submitted documentation
2. Building condition and grade (SAPOA Grade B minimum; Grade A preferred.)	General structural condition, quality of finishes, state of repair (roof, walls, windows, paintwork, waterproofing) assessed against the SAPOA office grading definitions in the Special Conditions.	**15**	**15** points = condition and finishes consistent with Grade A **10** points = condition and finishes consistent with Grade B **1** point = condition and finishes below Grade B

3. Building services and installations	Air-conditioning to designated spaces operational and adequate; energy-efficient lighting with suitable lux levels, including external security lighting; plumbing and ablutions in working order; lifts (where applicable) operational and certified.	**15**	**15** points = all services functional and in good order **8** points = minor defects that can reasonably be rectified before beneficial occupation **1** point = material defects and/or non-functional services
4. Parking verification	The 38 undercover staff bays and 23 open visitor bays physically exist as per the submitted parking layout, are accessible, and are capable of being dedicated to SANParks.	**10**	**10** points = full parking requirement verified on site **5** points = parking partially verified / partially compliant **1** point = parking could not be verified or does not meet the requirement
5. Security infrastructure	Physical guarding arrangements, perimeter security, CCTV, access control, security gates and burglar proofing observed on site and consistent with the Phase 2 submission.	**10**	**10** points = security infrastructure in place as offered, or better **8** points = security infrastructure not (fully) in place, but a signed Undertaking to Complete Outstanding Installations (Annexure J), with a works programme, confirms completion prior to beneficial occupation **5** points = security infrastructure partially in place, with no undertaking provided **1** point = offered security infrastructure absent, with no undertaking provided
6. Alternative power and water installations	Standby generator / UPS and water backup installations physically installed, serviced and demonstrably functional (test run or recent service records sighted).	**10**	**10** points = installations verified on site and demonstrably functional **8** points = installations not (fully) installed or functionality not demonstrated, but a signed Undertaking to Complete Outstanding Installations (Annexure J), with a works programme, confirms installation, servicing and commissioning prior to beneficial occupation

			5 points = installations present but functionality / servicing not demonstrated, with no undertaking provided **1** point = offered installations absent, with no undertaking provided
7. Fire and life safety	Fire extinguishers, hose reels and hydrants installed and within service date; emergency signage and escape routes unobstructed; evacuation plan displayed; enhanced systems (detection / suppression) where offered.	**10**	**10** points = compliant, with equipment serviced and routes unobstructed (or enhanced provision) **5** points = partially compliant with defects that can reasonably be rectified before occupation **1** point = non-compliant
8. Universal access	Ramps, lifts (where applicable) and accessible ablutions observed on site; entrance and circulation routes wheelchair accessible.	**10**	**10** points = premises fully accessible without impediments **8** points = accessibility shortcomings identified, but a signed Undertaking to Complete Outstanding Installations (Annexure J), with a works programme, confirms rectification (ramps, lifts, accessible ablutions per SANS 10400 Part S) prior to beneficial occupation **5** points = partially accessible, with shortcomings that can reasonably be rectified before occupation, but no undertaking provided **1** point = premises not accessible, with no undertaking provided
TOTAL		**100**	**Minimum qualifying threshold: 80 points (80%)**

Qualification threshold: Bidders must achieve a minimum of 80 points (**80%**) in Phase 3 to proceed to Phase 4. Bidders who fail to achieve the minimum threshold will be eliminated from further evaluation. Where the site inspection reveals a material discrepancy with information submitted in the bid, SANParks may, in addition, treat the bid as containing untrue or inaccurate information (see "Reasons for Disqualification").

PHASE 4: PRICE AND SPECIFIC GOALS EVALUATION (80/20)

Bids that achieve the Phase 3 minimum threshold will be evaluated in terms of the 80/20 preference point system in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022:

ELEMENT	POINTS
Price – evaluated on the Total Bid Price (five-year lease cost, VAT inclusive) as per the Pricing Schedule (SBD 3.1)	80
Specific goals – as claimed and substantiated in SBD 6.1 (Annexure A)	20
TOTAL	**100**

Points for price will be calculated in accordance with the formula in SBD 6.1. The contract will be recommended for award to the bidder scoring the highest total points, unless objective criteria in terms of the applicable legislation justify the award to another bidder.

REASONS FOR DISQUALIFICATION

SANParks reserves the right to disqualify any bidder, without prior notice to the bidder, who does not comply with one or more of the following bid requirements, or who:

a) has tax matters that are not in order (National Treasury Instruction Note 09 of 2017/2018 on Tax Compliance Status will apply);

b) submitted incomplete information or documentation according to the requirements of this RFB document;

c) submitted information that is fraudulent, factually untrue or inaccurate, including where a site inspection reveals a material discrepancy with the information submitted;

d) received information not available to other potential bidders through fraudulent means;

e) failed to comply with the mandatory and/or technical requirements as stipulated in this RFB document, including the minimum thresholds for Phases 2 and 3;

f) misrepresented or altered material information in any way or manner;

g) promised, offered or made gifts or provided benefits to any SANParks employee;

h) canvassed or lobbied in order to gain an unfair advantage;

i) committed fraudulent acts; or

j) acted dishonestly and/or in bad faith.

PHASE 4 – DETAILED PRICING SCHEDULE (SBD 3.1): FIRM UNIT PRICES

Pricing Instructions

1. Bidders are required to provide a detailed and comprehensive price proposal. All costs associated with the bidder's proposal must be clearly specified and included in the Total Bid Price.
2. All prices must be quoted in South African Rand (ZAR) in terms of General Conditions of Contract clause 16.4 and must be inclusive of Value Added Tax (VAT) and of all price fluctuations (including exchange rate fluctuations) for the duration of the contract.
3. Rates quoted must be firm and fully inclusive of all costs necessary to deliver the leased premises in accordance with this bid, including operating costs, assessment rates and taxes, common-area services, the Landlord's maintenance and service obligations (paragraph 5.5), and the tenant installation / fit-out (paragraph 6.6), unless an item is expressly declared as excluded in Table C below.
4. Consumption charges for electricity and water shall be separately metered or check-metered and recovered from the Tenant at cost (municipal tariffs), without mark-up, unless declared as included in the rental in Table C below.
5. Any item not declared in Table C shall be deemed to be included in the rental.
6. Bids will be evaluated on the Total Bid Price: the total five (5) year lease cost, VAT inclusive, calculated in Table B using the nominal escalation assumptions stated in the notes below.
7. The refundable deposit must be stated in Table B but does not form part of the comparative Total Bid Price for evaluation purposes.
8. Arithmetical errors will be corrected in accordance with the applicable procurement prescripts; unit rates shall prevail over extended totals.

Table A: Year 1 Rental – Firm Unit Rates (VAT inclusive)

Description of Leased Facility	Unit	Quantity	Rate per Unit per Month (R)	Total Monthly Rental (R)	Total Annual Rental – Year 1 (R)
Office space – rentable floor area (rate per m² per month)	m²	1,236	R	R	R
Undercover staff parking (rate per bay per month)	No.	38	R	R	R
Open visitor parking (rate per bay per month)	No.	23	R	R	R
TOTAL MONTHLY RENTAL – YEAR 1				R	
GRAND TOTAL ANNUAL RENTAL – YEAR 1 (A) [Total Monthly Rental × 12]					R

Table B: Five (5) Year Lease Cost with Escalation (VAT inclusive)

Period	CPA Escalation¹	Lessor Escalation²	Total Escalation (%)	Annual Rental (R)
Year 1 – carried forward from Table A (A)	N/A	N/A	N/A	R
Year 2 – escalated from previous year	6%	+ %	%	R
Year 3 – escalated from previous year	6%	+ %	%	R
Year 4 – escalated from previous year	6%	+ %	%	R
Year 5 – escalated from previous year	6%	+ %	%	R
TOTAL BID PRICE: TOTAL LEASE COST FOR THE FIVE (5) YEAR PERIOD (VAT INCLUSIVE) – used for evaluation and carried to Form of Offer and Acceptance				**R**

Financial security – refundable deposit *(state amount and basis, e.g. number of months' rental; not included in the Total Bid Price for evaluation)*	R

Note ¹: 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 purposes of evaluating this bid, a nominal 6% will be used for the CPI; the 6% will thereafter be substituted with the actual annual CPA as calculated for the applicable year.

Note ²: Rental Escalation – Lessor. The Lessor must indicate here its own escalation required in addition to the CPA. If no additional escalation is required, indicate 0%.

Table C: Declaration of Inclusions and Exclusions

The bidder must indicate below whether each item is included in the rental rates quoted in Table A. Where an item is not included, the monthly cost must be stated and will be added to the Total Bid Price for evaluation purposes. Any item not declared shall be deemed included in the rental.

Item	Included – YES	Included – NO	If NO: Monthly Cost (R, VAT incl.)
Operating costs / levies			
Assessment rates and municipal taxes			
Cleaning and maintenance of common areas; refuse removal; pest control; gardens			

Security services (guarding, CCTV, access control)			
Building and public liability insurance			
Tenant installation / fit-out (paragraph 6.6)			
Electricity consumption (leased premises) – if NO, metered and recovered at cost			
Water consumption (leased premises) – if NO, metered and recovered at cost			
Other (specify): ………………………………………………			

TOTAL BID PRICE (VAT INCLUSIVE, FIVE-YEAR LEASE COST):

R…………………………………………………………

Amount in words:
…………………………………………………………………………………………………

Please note that all prices quoted must be inclusive of Value Added Tax (VAT) and of price fluctuations (including exchange rate fluctuations) for the duration of the contract. Where applicable, prices must include supply, delivery, maintenance and any other costs relating to this bid. All prices must be presented in South African Rand (ZAR).

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

DATE: …………………………

ANNEXURE A – STANDARD BIDDING DOCUMENTS

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise,
employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
……………………………………………………………………………….
……………………………………………………………………………….

3 DECLARATION

[1] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

I, the undersigned, (name)………………………………………………………… in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 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[2] will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING

AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD

THIS DECLARATION PROVE TO BE FALSE.

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

……………………………… ………………………………………………
Position Name of bidder

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

The applicable preference point system for this tender is the 80/20 preference point system.

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership Enterprises owned by Black People with at least 51% shareholding or more	**Total Points:10** 91% to 100% = 10 81% to 90% = 8 71% to 80% = 6 61% to 70% = 4 51% to 60% = 2 0% to 50% = 0	
Preference to Enterprises owned by women with at least 30% shareholding	**Total Points: 10** 71% to 100% = 10 61% to 70% = 8 51% to 60% = 6 41% to 50% = 4 30% to 40% = 2 0% to 29% = 0	
Total number of Points	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of Company/firm……………………………………………………….

4.4. Company registration number: ………………………………………………

4.5. TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

……………………………………… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME: ………………………………………………………
DATE: ………………………………………………………
ADDRESS: ………………………………………………………
………………………………………………………
………………………………………………………
………………………………………………………

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

	goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25. "**Written**" or "**in writing**" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	2. **Application**
	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. 2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works. 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	3. **General**
	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. 3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	4. **Standards**
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	5. **Use of contract documents and information**
	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. 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. 5.3. Any document, other than the contract itself mentioned in GCC clause

	5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 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.
GCC6	6. **Patent rights**
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	7. **Performance security**
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	8. **Inspections, tests and analyses**
	8.1. All pre-bidding testing will be for the account of the bidder. 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. 8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser

	shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses. 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. 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. 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.
GCC9	9. **Packing**
	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. 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.
GCC10	10. **Delivery and Documentation**
	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. 10.2. Documents submitted by the supplier are specified in SCC.
GCC11	11. **Insurance**
	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.
GCC12	12. **Transportation**
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. **Incidental services**
	13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 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 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. 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.
GCC14	14. **Spare parts**
	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: 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 14.1.2. In the event of termination of production of the spare parts: 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 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.
GCC15	15. **Warranty**
	15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 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. 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 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. 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.
GCC16	16. **Payment**
	16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 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. 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. 16.4. Payment will be made in Rand unless otherwise stipulated in SCC
GCC17	17. **Prices**
	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.
GCC18	18. **Contract amendment**	
	18.1.	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	19. **Assignment**	
	19.1.	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	20. **Subcontract**	
	20.1.	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	21. **Delays in supplier's performance**	
	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.
	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.
	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.
	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.
	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.
	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.
GCC22	22. **Penalties**	
	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.
GCC23	23. **Termination for default**	
	23.1.	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
	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;
	23.1.2.	If the Supplier fails to perform any other obligation(s) under the contract; or
	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.
	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.
	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.
	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. 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. 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: 23.6.1. The name and address of the supplier and / or person restricted by the purchaser; 23.6.2. The date of commencement of the restriction 23.6.3. The period of restriction; and 23.6.4. The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	24. **Anti-dumping and countervailing duties and rights**
	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

GCC25	25. **Force Majeure**
	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. 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.
GCC26	26. **Termination for insolvency**
	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.
GCC27	27. **Settlement of disputes**
	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. 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 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. 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5. Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. The purchaser shall pay the supplier any monies due the supplier.
GCC28	28. **Limitation of liability**
	28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

	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 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.
GCC29	29. **Governing language**
	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.
GCC30	30. **Applicable law**
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	31. **Notices**
	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 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
GCC32	32. **Taxes and duties**
	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. 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. 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
GCC33	33. **National Industrial Participation Programme**
	33.1. The NIP Programme administered by the Department of Trade and

<table>
<tr><td></td><td>Industry shall be applicable to all contracts that are subject to the NIP obligation.</td></tr>
<tr><td>GCC34</td><td>34. Prohibition of restrictive practices</td></tr>
<tr><td></td><td>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</td></tr>
<tr><td></td><td>Contracted Party Due Diligence
SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.</td></tr>
<tr><td></td><td>Jigs, Tools, and Templates, where applicable
Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.</td></tr>
<tr><td></td><td>Copyright and Intellectual Property
All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract.
The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property.
The parties agree that all right, title, and interest in the contract intellectual property rightly 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.</td></tr>
</table>

	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.

ANNEXURE C – STANDARD BIDDING DOCUMENT

SBD 7.2

<u>CONTRACT FORM</u> - RENDERING OF SERVICES

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

PART 1 (*to be filled in by the service provider*)

1. I hereby undertake to render services described in the attached bidding documents to South African National Parks in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number**: GNP-036-64: Appointment of a service provider for office rental (Pretoria) for a period of five (5) years - Groenkloof National Park.**

2. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

3. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax compliance status verification;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Bidder's Disclosure (SDB 4)
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

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

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

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

NAME (PRINT) ………………………………………………………………

CAPACITY ………………………………………………………………

SIGNATURE ………………………………………………………………….

NAME OF FIRM ……………………………………………………………..……….

DATE …………………………………………………….……………….

WITNESSES

1 ……..……………………………….

2 ………..…………………………….

DATE: ……………………………..

SBD 7.2

<u>CONTRACT FORM</u> - RENDERING OF SERVICES

PART 2 *(to be filled in by the purchaser)*

1. I ……………………………………… in my capacity as ……………………………………… accept your bid u reference

GNP-036-26: Appointment of a service provider for office rental (Pretoria) for a period of five (5) years - Groenkloof National Park for the rendering of services indicated hereunder and /or further specified in the annexure(s).

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

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

DESCRIPTION OF SERVICE	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	**COMPLETION DATE**	**B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

SIGNED AT ………………………………………………… ON …………………………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE ………………………………………….

OFFICIAL STAMP

WITNESSES

1 …………………………………….

2 …………………………………….

DATE ……………………………..

ANNEXURE D:

NEEDS ANALYSIS AND DETAILED REQUIREMENTS

OFFICE AND SPACE REQUIRMENTS:

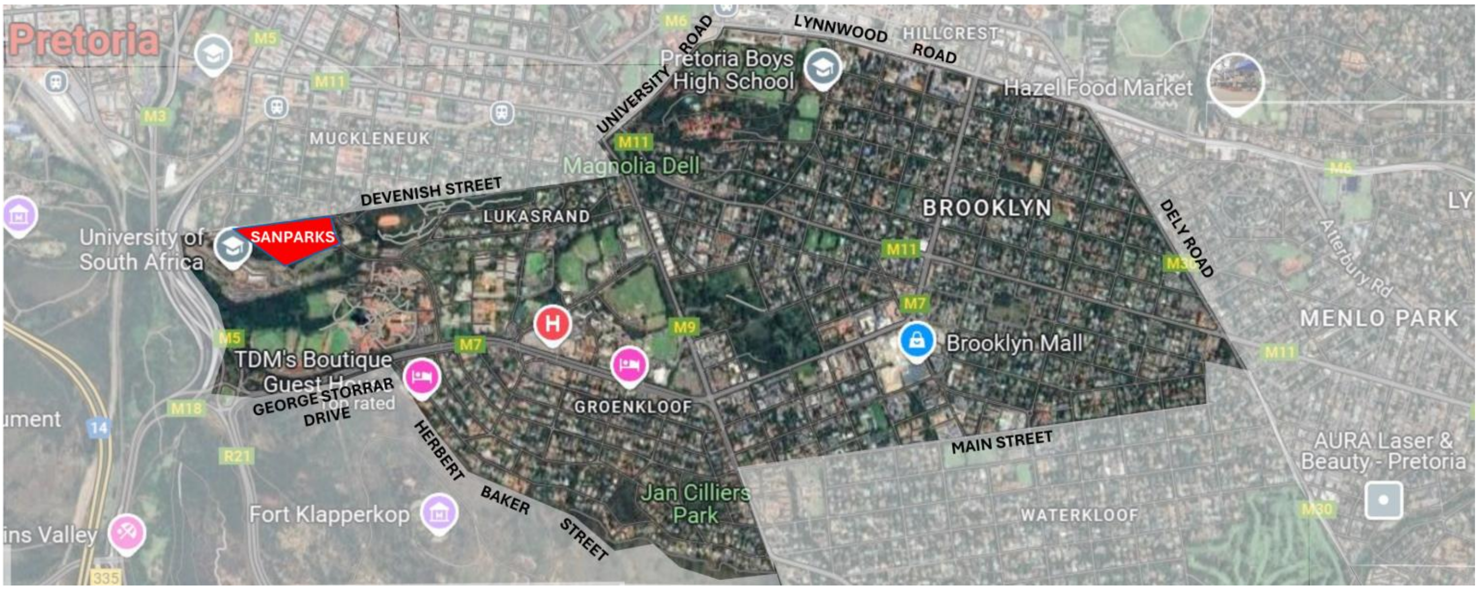
SPACE DESCRIPTION	NOMINAL FACILITY SIZE (m²)	NUMBER OF FACILITIES	REQUIRED FLOOR AREA (m²)	
HOD Office Suites	30	2	60	
G.M. Office Suites	20	5	100	
Senior Management Offices	15	25	375	
Middle Management Offices	12	8	96	
Supervisory Offices / Hot Desk	12	14	168	
Clerical / Admin Open Plan	10	7	70	
Boardroom (35 pax)	45	1	45	*869*
Boardroom (20 pax)	20	3	60	
Reception / Waiting Area	20	1	20	
Pause Area	50	1	50	
Walk in Safe	30	1	30	
Storeroom	10	1	10	
Kitchen Facilities	15	2	30	
Male Ablution	15	3	45	
Female Ablution	15	3	45	
Printing Areas	8	4	32	*367*
		Total Floor Area	**1,236**	

DETAILED PARKING REQUIREMENTS

PARKING DESCRIPTION	REQUIRED NO. OF BAYS
Undercover Staff Parking	38
Open Visitor Parking	23

ANNEXURE E

DESIGNATED FOOTPRINT



ANNEXURE F

Submission of proof confirming location of proposed building / facility for lease

ANNEXURE G

<u>Submission of existing building plans that confirm the availability of the minimum floor area and the available parking space to meet the requirements of this bid</u>

ANNEXURE H

Submission of proof confirming ownership and / or the mandate from the current owner to market the proposed property or premises for this bid

ANNEXURE I

<u>Submission of existing occupation certificate issued by Tshwane Municipality</u>

ANNEXURE J

UNDERTAKING TO COMPLETE OUTSTANDING INSTALLATIONS

APPOINTMENT OF A SERVICE PROVIDER FOR OFFICE SPACE RENTAL (PRETORIA) FOR A PERIOD OF FIVE (5) YEARS – GROENKLOOF NATIONAL PARK

NOTE TO BIDDERS

This Annexure must be completed and signed where any installation, upgrade or measure offered in the bid in respect of Phase 3 site-visit evaluation criteria 5 (Security infrastructure), 6 (Alternative power and water installations), 7 (Fire and life safety) and/or 8 (Universal access) is not fully in place, installed, commissioned and/or certified at the date of bid submission or at the date of the site inspection.

A detailed works programme must be attached behind this Annexure. This Annexure must be read together with Special Condition 6.17 (Landlord's Works and Outstanding Installations) and, once signed, constitutes a binding undertaking that forms part of the bid and of the resultant lease agreement / contract.

If no installations are outstanding, the bidder must write "NOT APPLICABLE – ALL INSTALLATIONS IN PLACE" across the Schedule in Part B, and sign Part D.

PART A: BIDDER DETAILS

NAME OF BIDDER (LANDLORD)	
PHYSICAL ADDRESS OF THE PROPOSED PREMISES	
NAME OF AUTHORISED REPRESENTATIVE	
CAPACITY / DESIGNATION	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

PART B: SCHEDULE OF OUTSTANDING INSTALLATIONS (LANDLORD'S WORKS)

ITEM NO.	EVALUATION CRITERION (5 / 6 / 7 / 8)	DESCRIPTION OF OUTSTANDING INSTALLATION / WORKS OFFERED	APPLICABLE STANDARD / CERTIFICATION (e.g. SANS 10142-1, SANS 1475, SANS 10400-S)	PLANNED START DATE	PLANNED COMPLETION DATE
1					
2					
3					

4					
5					
6					
7					
8					

A detailed works programme (bar chart / schedule of dates) covering every item listed above MUST be attached behind this Annexure and shall form part of this undertaking.

PART C: UNDERTAKING

I, the undersigned, duly authorised to sign this undertaking on behalf of the Bidder, hereby irrevocably undertake, on behalf of the Bidder, to:

1. complete, install, commission and, where applicable, certify all items listed in the Schedule in Part B ("the Landlord's Works"), at the Bidder's own cost, prior to the beneficial occupation date set out in the schedule to the lease agreement;

2. execute the Landlord's Works strictly in accordance with the attached works programme and with all applicable legislation, SANS standards and City of Tshwane by-laws, and to provide SANParks with all supporting certificates and documentation (including, where applicable, security service agreements, Electrical Certificates of Compliance in terms of SANS 10142-1 and fire equipment service certificates in terms of SANS 1475) on or before completion;

3. make the completed Landlord's Works available for verification by SANParks at the joint incoming inspection contemplated in paragraph 5.5.9 of the Terms of Reference, and to rectify any items recorded as incomplete or defective at such inspection;

4. acknowledge that the Landlord's Works are included in the rental tendered in the Pricing Schedule (SBD 3.1) and that no additional cost, escalation or variation may be claimed in respect thereof;

5. acknowledge that, in terms of Special Condition 6.17, the beneficial occupation date, the commencement of the lease and SANParks' obligation to pay rental are conditional upon written confirmation by SANParks that the Landlord's Works have been satisfactorily completed;

6. acknowledge that, should the Bidder fail to complete the Landlord's Works within fourteen (14) days of the beneficial occupation date, SANParks may, without prejudice to any other remedy, complete the outstanding works and set off the reasonable cost thereof against rental, levy the penalties provided for in Special Condition 6.17, and/or terminate the agreement in accordance with Special Condition 6.8; and

7. confirm that the information provided in this Annexure and the attached works programme is true and correct, and acknowledge that any misrepresentation may result in the bid being treated as containing untrue or inaccurate information, in disqualification, in cancellation of any resultant contract, and/or in restriction from doing business with the public sector.

PART D: SIGNATURE

SIGNED at ....

on this .... day of .... 20 ....

……………………………………………………
SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BIDDER

……………………………………………………
FULL NAME (PRINT)

……………………………………………………
CAPACITY UNDER WHICH THIS UNDERTAKING IS SIGNED
(Proof of authority must be submitted, e.g. company resolution.)

……………………………………………………
WITNESS 1: SIGNATURE AND FULL NAME

……………………………………………………
WITNESS 2: SIGNATURE AND FULL NAME