



TERMS OF REFERENCE

FOR

**APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY AND
SERVICING OF FIRE FIGHTING EQUIPMENT IN CAMDEBOO
NATIONAL PARK FOR A PERIOD OF (03) THREE YEARS**

33353/CNP/2026-27

REQUEST FOR QUOTATION

You are hereby invited to submit proposal / price quotation for:

APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY AND SERVICING OF FIRE-FIGHTING EQUIPMENT IN CAMDEBOO NATIONAL PARK FOR A PERIOD OF (03) THREE YEARS

RFQ NUMBER	33353/CNP/2026-27
ADVERTISEMENT DATE	28 SEPTEMBER 2026
CLOSING DATE	06 OCTOBER 2026
CLOSING TIME	11:00
BID DOCUMENT DELIVERY ADDRESS	camdebooscmquotations@sanparks.org (Please note that any submissions made to any other email other than the designated email will not be accepted)
BID VALIDITY PERIOD	90 days (commencing from the RFQ Closing Date)
ENQUIRIES	Email: camdebooscmquotations@sanparks.org Contact no: 049 892 3453
OFFERS SUBMITTED	No alternative offers/ options will be accepted

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

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

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

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS					
BID NUMBER:	33353/CNP/2026-27	CLOSING DATE:	06 OCTOBER 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY AND SERVICING OF FIRE-FIGHTING EQUIPMENT IN CAMDEBOO NATIONAL PARK FOR A PERIOD OF (03) THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE SENT TO THE BELOW EMAIL					
camdebooscmquotations@sanparks.org					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	ASANDA KORTJAN		CONTACT PERSON	AYEZA VELDTMAN	
TELEPHONE NUMBER	049 892 3453		TELEPHONE NUMBER	049 892 3453	
E-MAIL ADDRESS	Asanda.Kortjan@sanparks.org		E-MAIL ADDRESS	Ayeza.Veldtman@sanparks.org	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

1. PURPOSE

The purpose of these terms of reference (ToR) is to invite bidders to submit quotations for appointment of a service provider for supply and servicing of firefighting equipment in Camdeboo National Park for a period of (03) three years.

2. BACKGROUND

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

The primary mandate of SANParks is to expand, protect, conserve, and control the system of national parks, terrestrial and marine, that it is assigned to manage. SANParks currently manages over 4 million hectares of terrestrial and 369 657 ha marine protected biodiversity through a system of 21 National Parks and 10 Marine Protected Areas: (MPAs), representing approximately 67% of state owned terrestrial protected areas and 22% of State Managed MPAs. This places SANParks in an ideal position to not only meaningfully contribute to the protection and sustainable use of the megadiverse biodiversity of South Africa, but also to be a key player in building climate resilience through ecosystem-based mitigation and adaptation.

3. SCOPE OF WORK

3.1 Annual Maintenance and Servicing

- a) The appointed service provider shall conduct annual inspection and servicing of the fire extinguishers listed in the pricing schedule.
- b) Servicing shall include, where applicable and in accordance with the relevant equipment manufacturer's requirements and applicable standards:
 - Inspection of the discharge hose;
 - Inspection of the discharge/stop head;
 - Inspection and replacement of O-rings;
 - Inspection and replacement of safety pins;
 - Inspection of the plunger/operating mechanism;
 - Inspection of the extinguisher body and associated components;
 - Inspection and testing of the pressure gauge, where applicable;
 - Inspection of seals and tamper indicators;
 - Recharging/refilling of dry chemical powder where required;
 - Replacement of defective components;
 - Cleaning and maintenance of the extinguisher;
 - Replacement of labels or service markings where required; and

- Affixing of appropriate service tags/labels following completion of the service.
- c) The service provider shall advise SANParks of any extinguisher that is defective, damaged, unsafe, expired or otherwise unsuitable for continued use.
- d) Any replacement or additional work not expressly included in the agreed pricing schedule shall only be undertaken upon prior written approval by SANParks.

3.2 Annual Maintenance of Fire Hose Reels and Hydrant Replacement Parts

- a) The appointed service provider shall inspect and service the fire hose reels and associated components to ensure that they remain in good working order.
- b) The inspection and service shall include, where applicable:
 - Stop valve;
 - 30-metre PVC fire hose;
 - Hose reel assembly;
 - Hydrant head/lug;
 - Gland packing;
 - PVC nozzle;
 - Hose reel mounting and associated fittings;
 - Inspection for leaks, damage, corrosion and deterioration; and
 - Operational testing of the hose reel and associated equipment.
- a) Defective components shall be identified and reported to SANParks for approval before replacement where such replacement is not included in the agreed service price.

3.3 Supply of New Fire Extinguishers

- b) The service provider shall supply new fire extinguishers as specified in the pricing schedule.
- c) The supplied equipment must:
 - Be new and fit for purpose;
 - Comply with applicable South African legislation and standards;
 - Be suitable for the intended application;
 - Be supplied with the required identification, certification and documentation; and
 - Be properly installed/positioned where installation is included in the approved scope.

3.4 Service Reports and Documentation

Following each service visit, the service provider shall provide SANParks with appropriate documentation, which may include:

- Service report;
- List of equipment serviced;
- Identification/reference number of each item serviced;
- Condition of each item;
- Work performed;
- Parts replaced;
- Refill/recharge details;
- Test results where applicable;
- Equipment requiring further attention;
- Equipment recommended for replacement; and
- Relevant service certificates/tags.

3.5 Occupational Health and Safety

- a) The appointed service provider shall comply with all applicable occupational health and safety requirements.
- b) Where applicable, the service provider shall provide SANParks with a suitable safety file and all required health and safety documentation before commencing work.
- c) The service provider shall ensure that all employees, representatives and subcontractors engaged in the performance of the services:
 - Are suitably trained and competent;
 - Use appropriate personal protective equipment;
 - Follow applicable site safety rules;
 - Comply with SANParks' health and safety requirements; and
 - Perform all work in a safe and professional manner.

3.6 Performance of Services

The appointed service provider shall:

- Perform all services professionally and within agreed timeframes;
- Use competent and appropriately trained personnel;
- Use suitable tools, equipment and materials;
- Comply with applicable legislation and recognised standards;
- Maintain accurate service records;
- Notify SANParks of defects or unsafe equipment;
- Obtain approval before undertaking work outside the agreed scope; and

- Remedy defective workmanship attributable to the service provider within a reasonable period and at no additional cost to SANParks, where applicable.

3.7 Communication and Reporting

The appointed service provider shall liaise with the designated SANParks representative regarding:

- Scheduling of annual servicing;
- Access to equipment;
- Defective equipment;
- Replacement requirements;
- Additional work;
- Service reports; and
- Any other matters relating to the performance of the contract.

All instructions relating to additional work or expenditure must be authorised by an appropriately delegated SANParks official.

3.8 Additional Work and Replacement Parts

- Where the inspection identifies equipment or components requiring replacement that are not covered by the agreed pricing schedule, the service provider shall provide SANParks with a written quotation before undertaking such work.
- No additional work or expenditure shall be undertaken without prior written approval from an authorised SANParks representative

4. DELIVERABLES

The appointed service provider shall provide, as a minimum, the following deliverables:

1. Annual inspection and servicing of all fire-fighting equipment included in the pricing schedule.
2. Supply and installation/replacement of equipment and components where authorised by SANParks.
3. Refilling/recharging of fire extinguishers where required.
4. Inspection and servicing of fire hose reels.
5. Service tags/labels for serviced equipment.
6. Service reports following each maintenance visit.
7. Recommendations for replacement or corrective action where equipment is defective or unsafe.
8. Relevant certificates and supporting documentation.
9. A suitable safety file and/or required health and safety documentation.

5. COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents) - RETURNABLES

SANParks has set out the minimum administrative criteria that must be met by a bidder. The below administrative documents must be completed and signed by the authorized representative of a bidder. If a bidder fails to fully comply with the criteria, SANParks reserves the right at its sole discretion to allow such bidder an opportunity to submit and/or supplement the information and/or documentation submitted within a grace period of (seven) 7 calendar days prior to disqualifying the bidder.

SANParks will disqualify (where non-submission is indicated below to result in disqualification) a bidder who does not achieve full compliance with the criteria within the seven (7) calendar days grace period.

Documents	Instruction	Will non-submission result in disqualification?
Submission of fully completed SBD1 (Invitation to Bid),	Bidders to complete and sign	Yes
Submission of the pricing schedule in the RFQ document	Bidders to submit a completed pricing schedule	Yes
Submission of fully completed SBD 4 (Declaration of Interest),	Bidders to complete and sign	Yes
Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by an original or certified B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit.	Bidders to complete and sign	No
Proof of registration with National Treasury Central Supplier Database (CSD).	Bidders must be registered on CSD prior to submitting quotation. Bidders are required to submit proof of such registration	No. A bidder must be registered on CSD to be eligible for award.

6. CENTRAL SUPPLIER DATABASE INFORMATION

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. (Please provide proof of registration on the Central Supplier Database).

7. EVALUATION PHASE: MANDATORY REQUIREMENTS

Bidders who fail to comply with the below requirements **WILL** be eliminated and not progress to the next phase of evaluation. Bidders who comply with the below will progress to the next phase of Price and Preference Evaluation.

Description of requirement	Indicate COMPLY/NOT COMPLY	Comment or reference to proposal
GENERAL		
A Valid Letter of Good Standing on Compensation for Occupational Injuries & Diseases Act (COIDA)		
South African Qualifications and Certification Committee (SAQCC) registration		
SABS Registration in terms of SABS 1475		
SANAS approval for Co ² pressure testing		

8. PRICING

NB: No alternative offers/ options will be accepted

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND SERVICE FIRE FIGHTING EQUIPMENT IN CAMDEBOO NATIONAL PARK FOR A PERIOD OF (03) THREE YEARS					
PRICE TO INCLUDE REFILL/ RECHARGE / SERVICE OF FIRE FIGHTING EQUIPMENT AND ALL PARTS INCLUDED IN THE FEE					
Item No	Item Description	Quantities	Number of required annual service	Unit Price	RATE FOR YEAR 1 (EXCL. VAT)
1.	Supply of 5.0kg Co ² Fire Extinguisher	4			
2.	Annual Servicing of Fire extinguisher – 12.9 kg DCPSP (dry chemical powder)	6	3		
3.	Annual Servicing of fire extinguisher – 7.9 kg DCPSP – (dry chemical powder)	3	3		
4.	Annual Servicing of Fire Extinguisher - 7.6 kg DCPSP – (dry chemical powder)	6	3		
5.	Annual Servicing of Fire Extinguisher - 7.5 kg DCPSP – (dry chemical powder)	1	3		
6.	Annual Servicing of Fire Extinguisher - 7.8 kg DCPSP – (dry chemical powder)	1	3		
7.	Annual servicing of 5.0kg Co ² Fire Extinguisher	4	3		
8.	Annual Servicing of Fire Extinguisher – 9 kg DCPSP – (dry chemical powder)	2	3		
9.	Annual Servicing of Fire Extinguisher – 8.9 kg DCPSP – (dry chemical powder)	1	3		
10	Annual Servicing of Fire Extinguisher - 9.1 kg DCPSP – (dry chemical powder)	1	3		
11	Annual Servicing of Fire Extinguisher – 8.1 kg DCPSP – (dry chemical powder)	2	3		

12	Annual Servicing of Fire Extinguisher – 8.0 kg DCPSP – (dry chemical powder)	3	3		
13	Annual Servicing of Fire Extinguisher – 8.2 kg DCPSP – (dry chemical powder)	1	3		
14	Annual Servicing of Fire Extinguisher – 13.5 kg DCPSP – (dry chemical powder)	1	3		
15	Annual Servicing of Fire Extinguisher – 13.2 kg DCPSP – (dry chemical powder)	1	3		
16	Annual Servicing of 30m Fire Hose Reels	3	3		
17	Travel costs per km				
TOTAL				R	
VAT				R	
GRAND TOTAL				R	

Addition Pricing Information

No alternative offers or options will be accepted.

Prices must include all costs necessary to provide the required goods and services, including, where applicable:

- Labour;
- Materials;
- Parts;
- Consumables;
- Refilling/recharging;
- Servicing;
- Testing;
- Service tags/labels;
- Equipment handling;
- Applicable delivery costs; and
- Any other costs directly associated with the specified service.

Travel costs must be quoted separately on a per-kilometre basis as indicated in the pricing schedule

- SANParks will only consider annual price escalation based on CPI annual increase from the 2nd and 3rd year annual increase, above total bid price will be used for evaluation purposes only.

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

SANParks adheres to the Protection of Personal Information Act, 4 of 2013 (POPIA) requirements regarding personal information which came into effect 1 July 2021.

As SANParks, we are committed to protecting your privacy and ensuring that personal information collected is used properly, lawfully, and transparently.

10. TIMELINES

The bidder is expected to start the service immediately after PO is issued.

11. FINANCIAL PAYMENT

Payment will be effected in accordance with the PFMA (within 30 days of receipt of invoice) after delivery of goods.

12. FINAL AWARD

SANParks recommends the bidder who has quoted on all the items as required in terms of the RFQ for the contract award subject to the bidder having supplied the relevant administrative documentation and complied in all aspects with the terms and conditions and requirements of the RFQ.

DECLARATION OF INTEREST (SBD 4)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.

- 3.5 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.
- 3.6 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.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE
APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

.....

Date

.....

Designation

.....

Name of bidder

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

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).

1.2 To be completed by the organ of state

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 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.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 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.

1.6 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).

2.1 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

2.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

3 POINTS AWARDED FOR SPECIFIC GOALS

3.1 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:

3.2 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 or 90/10 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 or 90/10 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 both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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	Source Documents to be used for Evaluation. (To qualify for the points, bidders must provide the below proof)	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)
EME / QSE	- Valid BBBEE certificate issued by SANAS accredited verification Agency - Affidavit (CIPC, DTIC Sworn affidavit)	Total Points: 20 EME = 20 QSE = 10 GEN = 0	(number only)

4 DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. 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

**CLAIM
POINTS**

4.4. 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 3.2, **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 forward the matter for criminal prosecution, if deemed necessary.
 - (e) forward the matter for criminal prosecution, if deemed necessary

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

