



# South African NATIONAL PARKS

## INVITATION TO BID (SBD 1 PART A)

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

<b>BID NUMBER:</b>	GNP-028-21	<b>CLOSING DATE:</b>	26 November 2021	<b>CLOSING TIME: 11:00</b>
<b>DESCRIPTION</b>	REQUEST FOR PROPOSAL (RFP) FROM QUALIFYING NON-PROFIT ORGANISATION AND / OR TOURISM ASSOCIATION TO BE APPOINTED FOR A MAXIMUM OF THREE (3) SANPARKS LICENSED SALES AGENTS THAT WILL ENTITLE THE OPERATORS TO MAKE RESERVATIONS OF SANPARKS' INVENTORY FROM A PHYSICAL OFFICE OR REMOTE LOCATION AND RECEIVE COMMISSION ON REALISED BOOKINGS FOR A PERIOD OF FIVE (5) YEARS			

<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>			
643 LEYDS STREET, MUCKLENEUK, PRETORIA (MAIN GATE)			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Charmaine Muzwayine	CONTACT PERSON	James Daniels
TELEPHONE NUMBER	012 426 5225	TELEPHONE NUMBER	083 679 0472
E-MAIL ADDRESS	<a href="mailto:charmaine.muzwayine@sanparks.org">charmaine.muzwayine@sanparks.org</a>	E-MAIL ADDRESS	<a href="mailto:james.daniels@sanparks.org">james.daniels@sanparks.org</a>
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			

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

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

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

YES  NO

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

YES  NO

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution

DATE: .....

## PREQUALIFICATION CRITERIA

### PRE-QUALIFYING CRITERIA

**NB. A tender that fails to meet this pre-qualifying criteria will be declared unacceptable tender.**

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

Validity Period From Date Of Closure:

**150 days**

### Non - Compulsory Briefing Session

**Date: 15 November 2021**

**Time: 10H00**

**Venue: Virtual meeting via Microsoft Teams**

**Registration: Please register for the briefing session via email to [Charmaine.Muzwayine@sanparks.org](mailto:Charmaine.Muzwayine@sanparks.org) no later than the 12 November 2021**

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<b>DATE:</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED:</b>	
<b>SETS OF BID DOCUMENTS REQUIRED:</b>	
Number of ORIGINAL bid documents for contract signing	2

Electronic Copy of the original document in PDF (flash drive)	1		
<p>Bidders must submit the above number of original bid documents (including the bidder’s response to the specification and the bidder’s pricing) in hard copy format (paper document) and one copy in electronic format (USB/Memory Stick) to SANParks. These serve as the original sets of bid documents and form part of the contract. SANParks with the awarded bidder sign these original contracts in black ink. The signed legal contract constitutes the closure of the competitive bid/tender/request for quotation process and sets out each party’s obligations for executing the contract. These original document sets serve as the legal bid document and the contract document between the bidder and SANParks. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.</p>			
<p><b>RETURNABLE DOCUMENT CHECKLIST TO QUALIFY FOR EVALUATION</b></p>			
<p><b>MINIMUM RETURNABLE DOCUMENTS</b></p>			
<p>A vendor may be disqualified if they do not fully comply with all minimum requirements.</p> <ol style="list-style-type: none"> <li>1. Invitation to Bid (SBD 1) must be fully completed and signed</li> <li>2. Submission of fully completed SBD 4 (Declaration of Interest).</li> <li>3. Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate or original B-BBEE Sworn Affidavit.</li> <li>4. Submission of fully completed SBD 8 (Declaration of Bidders Past SCM Practice).</li> <li>5. Submission of fully completed SBD 9 (Certificate of Independent Bid Determination).</li> <li>6. Proof of National Treasury Central Supplier Database (Comply with all requirements of the Central Supplier Database (CSD))</li> </ol>			
<p><b>MANDATORY RETURNABLE DOCUMENTS</b></p>			
<p><i>In this phase <b><u>ALL</u></b> bids received will be verified against the set of mandatory requirements as stipulated below in the bid document. Bidders who fail to comply with the below requirements <b><u>MAY</u></b> be eliminated and bidders who comply with the below, progress to the next phase of technical evaluation</i></p>			
<p><b>MANDATORY REQUIREMENT</b></p>	<p><b>COMPLY</b></p>	<p><b>NOT COMPLY</b></p>	<p><b>BID SECTION REFERENCE</b></p>

<p><b>Existing operations</b></p> <ul style="list-style-type: none"> <li>- Must have an existing registered travel/tourism/hospitality company (physical offices or on-line office) which is registered on the government's Central Supplier Database.</li> <li>- Existing registered travel/tourism/hospitality company which is a Non-profit Organisation (NPO) or Tourism Association.</li> <li>- It is a requirement to be affiliated with a tourism / travel or hospitality organisation such as SATSA, Fedhasa or similar.</li> <li>- Should have been operating for at least 3 years (reviewed or audited financial statements to be submitted to verify this – based on size of the association).</li> <li>- The company should be tax compliant. Bidders are required to submit their unique identification number (PIN) issued by SARS in order for SANParks to verify the status.</li> </ul>			
<p><b>Technical and capital requirements</b></p> <p>Must display an ability to source capital to set up a fully functional Sales agency (physical or digital) in line with SANParks' requirements per workstation as outlined below:</p> <ul style="list-style-type: none"> <li>- Recommended PC Requirements: <ul style="list-style-type: none"> <li>o Intel i3 or higher CPU</li> <li>o 4GB RAM (8GB is just so much better if other work is also done on the PC)</li> <li>o 250GB Hard Drive (minimum)</li> <li>o Windows 10 Professional</li> <li>o Ethernet or Wireless connection to the local network and Internet on the client's side</li> </ul> </li> </ul>			

<ul style="list-style-type: none"> <li>○ Keyboard</li> <li>○ Mouse</li> <li>○ Preferably 20" monitor or bigger</li> </ul> <p>The PC must be able to run Remote Desktop Connection (RDS Services) smoothly as per Microsoft's Requirements for Windows 10 or higher. Remote Desktop Connection (RDS) is used as thin client on the user's side to connect to the remote server running the application.</p> <p>FortiClient VPN software needs to be installed on all PC's connecting to the SANParks network from outside SANParks via secure VPN tunnel to the SANParks network.</p> <p>Recommended bandwidth will be 10mb/s but for many users, higher bandwidth is recommended.</p> <p>Show what they are planning, what the cost will be and confirmation that they have the capital available to make this happen.</p>			
<p><b>License fee</b></p> <p>Bidders need to give an undertaking that they will pay the required license fees that will allow them to access the systems that will be required to make bookings on SANParks' behalf inclusive of system license fees per PC, payment gateway license fees, user fee, port rental, line rental fees as well as other third party license fees).</p> <p>In addition, the company undertakes to pay SANParks an annual fee of R 10,000 per annum for the right to make reservations on SANParks' behalf.</p>			

<p><b>Customer Service Undertaking</b></p> <p>Undertaking to provide full customer service to include, but not limited to:</p> <ul style="list-style-type: none"> <li>✓ Customer support</li> <li>✓ Management of refunds/changes/cancellations/modifications</li> <li>✓ Management of complaints and queries</li> <li>✓ Collection of consumer insights and feedback to create a superior solution or improve the quality of service</li> <li>✓ To act in the interest of SANParks at all times</li> </ul>			
<p><b>POPIA ACT</b></p> <p>Undertaking to comply with the POPIA Act as the Sales Agency will work with personal information.</p> <p>Implement systems which complies with the POPIA act and do not store sensitive personal information.</p> <p>Undertaking that staff will be trained on the POPIA Act and refrain from sharing personal information.</p> <p>Safe keeping in line with legislation of hard copies of documentation that contains sensitive information.</p>			
<p><b>Other</b></p> <ul style="list-style-type: none"> <li>- The bidder needs to give an undertaking that, where required by SANParks, they will attend SANParks training at their own cost prior to the start of operation. The training could include technical training as well as product familiarisation through site visits.</li> <li>- During the contract term SANParks may require refresher training which the service</li> </ul>			

provider must also undertake to attend at own cost.			
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**BID PROCEDURE CONDITIONS:**

**Counter Conditions**

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

**Response Preparation Costs**

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

**Cancellation Prior To Awarding**

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

**Collusion, Fraud And Corruption**

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

**Fronting**

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

**DISCLAIMERS**

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

or otherwise and SANParks shall have no liability towards the responding service providers or any other party in connection therewith.

**INTENTION TO SELL**

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

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

**BID SELECTION PROCESS**

**Phase 1 – Compliance to minimum administrative documents**

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

**Phase 2A – Compliance with mandatory requirements**

In this phase bid responses are verified against the set of mandatory requirements. Bidders who fail to comply with the requirements may not proceed to the next phase of evaluation.

**Phase 2B – Compliance with functionality requirements**

Bidders making the minimum evaluation score (80%) will pass and the 5 with the highest score will become the preferred bidders

**Phase 2C – Site Visit (Presentation Phase)**

SANParks may conduct site visits with shortlisted bidders who met the functionality threshold for them to present further information or provide further proof to the evaluation committee. In these cases, the SANParks may provide the areas of concern to the short listed bidders to address in their presentations.

**Basis of competition:**

SANParks will award a maximum of three (3) sales agent licenses to NPO's / Tourism Associations.

**Award recommendation:9**

Awarding of tenders will be published on the National Treasury e-tender portal or SANParks' tender website. No regret letters will be sent out.

NB: It is essential that a bidder be tax compliant. No price quotations or competitive bids shall be awarded to businesses or persons who are not tax compliant.

## **THRESHOLD TO QUALIFY FOR PRICE/PREFERENCE EVALUATION STAGE**

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

The minimum threshold that bidders need to score is 80%. Bidders who score 80% or more will qualify to be evaluated for Preference points and price.

# **THE BID CONTRACT**

## **INTRODUCTION TO SANPARKS**

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

Our vision is to have a world class system of sustainable National Parks reconnecting and inspiring society.

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

Our mission is to develop, protect, expand, manage and promote a system of sustainable national parks that represents natural and cultural heritage assets, through innovation, excellence, responsible tourism and just socio-economic benefit for current and future generations.

## **INTRODUCTION TO SANPARKS BUSINESS UNIT RESPONSIBLE FOR THIS BID**

The SANParks Tourism department is mandated with the responsibility to generate tourism income in order to sustain conservation. This is executed among others through a destination marketing strategy wherein commercial events are used to draw tourism to national parks with low occupancy levels.

SANParks is a world-renowned conservation and tourism brand with an international and domestic client base:

- It receives an average of 6.5 million visitors in its national parks, annually.

- South Africans make up roughly between 60-70% of visitor numbers for the majority of national parks. The exceptions are:
  - Table Mountain National Park which receives in excess of 70% international visitors, mainly due to the popular attractions of the Table Mountain Cableway, the Boulders penguin colony and Cape Point.
  - The Garden Route and Addo Elephant National Parks record an almost equal split between international and domestic visitors.
- Kruger National Park receives 1.5 million to 1.7 million visitors per annum, of which the majority are locals.
- The domestic source markets are in order of size - Gauteng, the Western Cape and Mpumalanga, with smaller percentages from other provinces that vary greatly depending on the park visited.
- In general, the international market spends more per capita per visit.
- The typical overnight visitor is primarily middle aged, middle class, married and highly educated.
- Roughly a third of overnight visitors to parks have children younger than 18 years of age.
- Of the domestic overnight visitors:
  - Half are frequent visitors to parks who visit regularly but also spend time at other tourist destinations;
  - Almost a third are loyal fans of SANParks, spending most of their holidays and weekend breakaways in national parks.
- National park visitors enjoy recreational activities such as wildlife watching, appreciating scenic beauty, bird watching, photography, sightseeing, camping and picnicking.
- There is a concerted effort to expand SANParks' market by attracting a younger, more racially diverse market.
- The [www.sanparks.org](http://www.sanparks.org) website has approximately 2.7 million visitors and 79,844,067 page views per annum. It has an online audience of 800 000 followers across its social media accounts

## **CONTEXT OF THIS PROCUREMENT**

SANParks has made use of Satellite Offices over the last 20 years mainly because of capacity constraints that existed whereby SANParks was unable to service customers effectively. In addition SANParks only has one walk-in office, which is situated in Pretoria. Whilst there is a need for more walk-in offices, SANParks would prefer not to have such offices on a permanent basis due to the associated costs. In light of that SANParks would rather allow for the private sector to fulfil this role should the private sector see a market for this. In light of that, such offices may be opened across South Africa in areas where the private sector believes a market exists. SANParks has in the past channelled overflow calls to Satellite Offices. However, as SANParks has a well-established call centre, this will not be done as a rule but only in extreme circumstances where SANParks are not able to render a good service (and where SANParks believes that the channelling of clients to the Satellite Offices will be in their interest). This tender aims to re-award rights to make reservations on SANParks' behalf and to rename these operations to SANParks licensed sales agents instead of Satellite Offices.

SANParks would like to implement a model whereby the following principles will be applied to the SANParks licensed sales agents:

- Units likely to be sold through SANParks' call centre and web booking platform will derive lower commission

percentages;

- Parks that are less popular with lower occupancies will derive higher commission percentages for the licensees on realised business;
- On SANParks' discretion, some parks or camps may fall into the high occupancy category over certain periods/ months of the year and in the low or average occupancy category during other periods/months of the year. An example the Garden Route Storms River Mouth Camp will be a high occupancy camp in December and January and average for the rest of the year (subject to change);
- SANParks may approach the licensees under special circumstances, i.e. during strike action of reservation staff or when SANParks anticipates that they would not be able to handle demand, to take over the prime reservation role;
- The following outlines the proposed commission percentages that will be paid (in line with the park/camp occupancy classification as low, average or high and which occupancy classification may change during the contract terms in line with yield results):
  - a) Low occupancy parks / camps: 40% commission
  - b) Average occupancy parks / camps: 17.5% commission;
  - c) High occupancy parks / camps: 7.5% commission;
  - d) Activities in parks: 10% commission but excludes some activities such as all hiking trails (Otter, etc.), wilderness trails (Sweni, etc.), backpack trails (Mphongolo, etc.) and 4x4 trails (Lebombo, etc.). SANParks reserves the right to revise activities during the contract period; and
  - e) Sales of Wild Cards: 2% commission.

Commissions to be paid on realised business only.

- The following outlines the current low, average and high parks / camps:

<b>Low Occupancy</b>
<i>(High Commission)</i>
Addo - Alexandria & Narina
Agulhas
Augrabies
Bontebok
Garden Route - Ebb-and-Flow Rest Camp (Wilderness), Knysna & Natures Valley
Golden Gate
Mapungubwe - Limpopo Forest Tented, Tshugulu & Vhembe Wilderness
Marakele - Bontle
Mokala - Lilydale & Mosu
Namaqua
Richtersveld
Table Mountain
<b>Average Occupancy</b>
<i>(Medium Commission)</i>
Camdeboo
Garden Route - Storms River Mouth Rest Camp
Karoo
Kruger - Bateleur, Maroela, Mopani, Pafuri Border, Punda Maria, Shimuwini, Shingwedzi, Sirheni and Tsendze
Mapungubwe - Leokwe & Mazhou
Marakele - Tlopi Tented
Mountain Zebra
Tankwa-Karoo
West Coast
<b>High Occupancy</b>
<i>(Low Commission)</i>
Addo - Addo Main Camp, Matyholweni, Nyathi & Spekboom
Kgalagadi - Bitterpan, Gharagab, Grootkolk, Kalahari Tented, Kieliekrankie, Mata Mata, Nossob, Twee Rivieren & Urikaruus
Kruger - Balule, Boulders, Berg-en-Dal, Biyamiti, Crocodile Bridge, Letaba, Lower Sabie, Malelane, Olifants, Orpen, Pretoriuskop, Roodewal, Sable Dam, Satara, Skukuza, Talamati & Tamboti
Mokala - Haak-en-Steek & Motswedi

## CONTRACT PERIOD

The contract period commences from the date that both parties sign the contract's signature page. The contract will be for a period of 5 years from operation commencement. However, where the SANParks licensed sales agent fails to make reservations to the value of at least R 1 million per annum, SANParks may elect to terminate the contract).

## SPECIFICATIONS

### BACKGROUND

The purpose of this bid is to appoint suitably qualified service providers to act as SANParks licensed sales agents, which will give rights to the service providers to make accommodation reservations (Wild card, activities, etc.) on SANParks' behalf directly on the SANParks reservation system (currently Roomseeker but could be replaced by another system during the contract term).

### SCOPE OF WORK

The SANParks licensed sales agents can be physical offices or on-line / call centre type offices and even include Travel Influencers that have the functionality to make bookings. Irrespective, the following will be required from the service providers:

- Make bookings for accommodation, activities and sell Wild cards on behalf of SANParks;

- Assist clients with modifications, cancellations, etc. This includes a service to customers that did not make the original booking with the SANParks licensed sales agent as well as discounted bookings made by pensioners during allocated pensioner periods (for whom no commissions will be payable);
- Market SANParks' products. Important to note that the service provider will not be required to exclusively sell SANParks' products but it would be preferable for the service provider to sell a wider array of products as this would lessen dependency on SANParks and increase viability of the operator's business.
- In addition to the above the SANParks licensed sales agent will be required to:
  - Appoint employees to render a service to the public
  - Set up an office which could be a walk in office or an on-line office
  - Insure the business in line with industry best practice, i.e. assets, business interruption, etc.

**RESPONSIBILITIES OF SANPARKS**

- Provide training to the Private Party (at the private parties cost) where required
- Ensure that the SANParks licensed sales agents will be granted licenses to enable them to make bookings on the SANParks reservation system
- Pay the SANParks licensed sales agents commissions owed based on realised business
- Clearly communicate with the SANParks licensed sales agents where SANParks will require assistance due to lack of capacity from SANParks' side

**MEETINGS AND/OR REPORTING**

The successful bidder will report to and work closely with a representative of SANParks who have overall responsibility to ensure that SANParks and the licensed sales agents engage and that any issues are resolved timeously. The successful bidder will be required to interact with the SANParks team at monthly meetings, and meet when necessary.

**SPECIAL CONDITIONS OF CONTRACT**

**(INCLUDING REFERENCES WHERE SPECIFIC GENERAL CONDITIONS OF CONTRACT CLAUSES REQUIRE SPECIAL CONDITIONS)**

The submissions required from the manufacturer or supplier for this bid is to showcase:

- That insurance for the licensed sales offices are in place
- A professional service to potential SANParks clients and to always act in the best interest of SANParks

The bidder may be a single company or an incorporated / unincorporated joint venture or a trust. The bidder must meet the operational and financial criteria as contained in this document.

The submission must set out, in detail, the structure that will be adopted for the entity. The shareholders should be clearly identified, and their roles and responsibilities listed. Failure to do so might invalidate the bid.

**Bidders existing B-BBEE Rating:**

Bidders are required to submit their existing B-BBEE rating (verified by a B-BBEE certificate), in line with the requirements of the B-BBEE Codes of Good Practice:

- For Large Enterprises, a SANAS Accredited B-BBEE certificate must be provided;
- For Qualifying Small Enterprises with less than 51% black ownership, a SANAS Accredited B-BBEE certificate must be provided;
- For Qualifying Small Enterprises with at least 51% black ownership, a sworn affidavit must be provided

For bidders that are bidding as an unincorporated joint venture, a Joint Venture B-BBEE certificate must be submitted for evaluation of the bidders existing B-BBEE rating.

A recent auditor's report confirming that all the members of the Bidder are solvent and liquid must be provided.

If a member of the bidder does not produce audited financial statements then it must produce a notarised statement of assets.

Dumping as defined under GCC1 (1.11) also includes selling SANParks' accommodation at lower or higher prices than published and is not be allowed.

"Purchaser" in this case will be SANParks and SANParks will not purchase any goods but pay commissions to the Supplier for realised accommodation inventory sold. A mark-up to be agreed between the Purchaser and the Supplier on activities and wild cards sold will be due to the Supplier.

"Supplier" as per definition will mean the SANParks Licensed Sales Agent who will not have exclusive rights to perform this function

GCC 3 (3.2) refers. In the case of this tender and because the Government Tender Bulletin is non-functional, invitations to bid are advertised in national and local media.

Where the Supplier hoards inventory, the purchaser may withhold payments due to the supplier in line with losses incurred by the purchaser. For example, if the service provider hoards inventory, then SANParks may elect to impose penalties or terminate the contract in line with GCC22 and GCC 23.

The following will also constitute default by the supplier in line with GCC23

- If the supplier fails to deliver any or all of the goods or render the service required which includes but are not limited to a professional, quality service to SANParks' potential clients who makes use of the licensed sales office to book accommodation, activities or purchase a wild card.
- Failure by the supplier to maintain the requisite B-BBEE levels.
- If the supplier fails to pay license fees due to the purchaser or the purchaser's 3<sup>rd</sup> parties i.e. system user licenses.
- If the supplier hoards inventory or sells inventory or activities or wild cards at prices not outlined in line with this agreement;
- If the supplier fails to attend requisite training.

SANParks reserves the right to monitor and audit the Supplier's B-BBEE status. The Supplier shall cooperate in any monitoring or audit activity and provide SANParks with all information, documents, records, and the like to enable SANParks to conduct such audits or any other monitoring activities.

## **SBD 3 PERCENTAGE FEE OFFER**

### **SBD 3 - Pricing Schedule for the Duration of the Contract**

As this tender will be awarded through Quality Based Evaluations (QBE), the bidder will not be required to bid a price. However, the bidder needs to accept the following commission percentages and acknowledge that parks and camps occupancy levels might change during the contract period which will be at SANParks' discretion:

- a) Low occupancy parks / camps: 40% commission
- b) Average occupancy parks / camps: 17.5% commission;
- c) High occupancy parks / camps: 7.5% commission;
- d) Activities in parks: 10% commission but excludes some activities such as all hiking trails (Otter, etc.), wilderness trails (Sweni, etc.), backpack trails (Mphongolo, etc.) and 4x4 trails (Lebombo, etc.). SANParks reserves the right to revise activities during the contract period;  
and
- e) Sales of Wild Cards: 2% commission.

On SANParks' discretion, some parks or camps may fall into the high occupancy category over certain periods/ months of the year and in the low or average occupancy category during other periods/months of the year. An example the Garden Route Storms River Mouth Camp will be a high occupancy camp in December and January and average for the rest of the year (subject to change);

Commissions to be paid on realised business only.

The following outlines the current low, average and high parks / camps:

<b>Low Occupancy</b>	
<i>(High Commission)</i>	
Addo - Alexandria & Narina	
Agulhas	
Augrabies	
Bontebok	
Garden Route - Ebb-and-Flow Rest Camp (Wilderness), Knysna & Natures Valley	
Golden Gate	
Mapungubwe - Limpopo Forest Tented, Tshugulu & Vhembe Wilderness	
Marakele - Bontle	
Mokala - Lilydale & Mosu	
Namaqua	
Richtersveld	
Table Mountain	
<b>Average Occupancy</b>	
<i>(Medium Commission)</i>	
Camdeboo	
Garden Route - Storms River Mouth Rest Camp	
Karoo	
Kruger - Bateleur, Maroela, Mopani, Pafuri Border, Punda Maria, Shimuwini, Shingwedzi, Sirheni and Tsendze	
Mapungubwe - Leokwe & Mazhou	
Marakele - Tlopi Tented	
Mountain Zebra	
Tankwa-Karoo	
West Coast	
<b>High Occupancy</b>	
<i>(Low Commission)</i>	
Addo - Addo Main Camp, Matyholweni, Nyathi & Spekboom	
Kgalagadi - Bitterpan, Gharagab, Grootkolk, Kalahari Tented, Kielliekrankie, Mata Mata, Nossob, Twee Rivieren & Urikaruus	
Kruger - Balule, Boulders, Berg-en-Dal, Biyamiti, Crocodile Bridge, Letaba, Lower Sabie, Malelane, Olifants, Orpen, Pretoriuskop, Roodewal, Sable Dam, Satara, Skukuza, Talamati & Tamboti	
Mokala - Haak-en-Steek & Motswedi	

## GENERAL CONDITIONS OF CONTRACT

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

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

GCC1	<p>1. Definitions - The following terms shall be interpreted as indicated:</p>
	<p>1.1. <b>“Closing time”</b> means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. <b>“Contract”</b> means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. <b>“Contract price”</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. <b>“Corrupt practice”</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. <b>“Countervailing duties”</b> imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. <b>“Country of origin”</b> means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. <b>“Day”</b> means calendar day.</p> <p>1.8. <b>“Delivery”</b> means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. <b>“Delivery ex stock”</b> means immediate delivery directly from stock actually on hand.</p> <p>1.10. <b>“Delivery into consignees store or to his site”</b> means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. <b>“Dumping”</b> occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. <b>“Force majeure”</b> means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or</p>

	<p>1.13. revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. <b>“Fraudulent practice”</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. <b>“GCC”</b> mean the General Conditions of Contract.</p> <p>1.15. <b>“Goods”</b> means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. <b>“Imported content”</b> means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. <b>“Local content”</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. <b>“Manufacture”</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. <b>“Order”</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. <b>“Project site”</b>, where applicable, means the place indicated in bidding documents.</p> <p>1.21. <b>“Purchaser”</b> means the organization purchasing the goods.</p> <p>1.22. <b>“Republic”</b> means the Republic of South Africa.</p> <p>1.23. <b>“SCC”</b> means the Special Conditions of Contract.</p> <p>1.24. <b>“Services”</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. <b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	2. Application
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	3. General

	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	<b>4. Standards</b>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<b>5. Use of contract documents and information</b>
	<p>5.1. The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	<b>6. Patent rights</b>
	<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p>

	<p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2 a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<b>GCC8</b>	<b>8. Inspections, tests and analyses</b>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>GCC9</b>	<b>9. Packing</b>

	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	<b>10. Delivery and Documentation</b>
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
GCC11	<b>11. Insurance</b>
	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	<b>12. Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p>

	<p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<b>GCC14</b>	<b>14. Spare parts</b>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>GCC15</b>	<b>15. Warranty</b>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
<b>GCC16</b>	<b>16. Payment</b>

	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	<b>17. Prices</b>
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	<b>18. Contract amendment</b>
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	<b>19. Assignment</b>
	<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
GCC20	<b>20. Subcontract</b>
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract</p>
GCC21	<b>21. Delays in supplier's performance</b>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of</p>

	<p>supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>GCC22</b>	<b>22. Penalties</b>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<b>GCC23</b>	<b>23. Termination for default</b>
	<p>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:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may</p>

	<p>regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. The date of commencement of the restriction</p> <p>23.6.3. The period of restriction; and</p> <p>23.6.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<b>GCC24</b>	<b>24. Anti-dumping and countervailing duties and rights</b>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
<b>GCC25</b>	<b>25. Force Majeure</b>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if</p>

	<p>and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<b>GCC26</b>	<b>26. Termination for insolvency</b>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
<b>GCC27</b>	<b>27. Settlement of disputes</b>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
<b>GCC28</b>	<b>28. Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>

GCC29	<b>29. Governing language</b>
	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	<b>30. Applicable law</b>
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	<b>31. Notices</b>
	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	<b>32. Taxes and duties</b>
	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	<b>33. National Industrial Participation Programme</b>
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	<b>34. Prohibition of restrictive practices</b>
	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

	<p>possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
	<p><b>Contracted Party Due Diligence</b></p> <p>SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.</p>
	<p><b>Jigs, Tools, and Templates, where applicable</b></p> <p>Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.</p>
	<p><b>Copyright and Intellectual Property</b></p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract.</p> <p>The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in SANParks and to give effect to the foregoing:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier.</li> </ul> <p>The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall assist SANParks in obtaining statutory protection for the contract intellectual property at the expense of SANParks wherever SANParks may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the</p>

	<p>assignment of the contract intellectual property to SANParks, or as SANParks may direct, and to support SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall service termination of this contract indefinitely.</p>
	<p><b>Confidentiality</b></p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not:</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent.</li> <li>(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</li> <li>(c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <p>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</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information to any third party, or</li> <li>(b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> </ul> <p>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.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> <li>(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</li> <li>(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.</li> </ul>

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.

**1. BID DECLARATION**

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

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

2.1. B-BBEE Status Level of Contributor:= ...

**SUB-CONTRACTING**

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

(Tick applicable box)

YES		NO	
-----	--	----	--

2.2.1. If yes, indicate:

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

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

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

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

<b>Black people with disabilities</b>			
<b>Black people living in rural or underdeveloped areas or townships</b>			
<b>Cooperative owned by black people</b>			
<b>Black people who are military veterans</b>			
<b>OR</b>			
<b>Any EME</b>			
<b>Any QSE</b>			

**3. DECLARATION WITH REGARD TO COMPANY/FIRM**

3.1. Name of company/firm: .....

3.2. VAT registration number: .....

3.3. Company registration number:.....

3.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

3.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

3.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

3.8.1. The information furnished is true and correct;

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

- 3.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 3.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - 3.8.4.1. disqualify the person from the bidding process;
  - 3.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - 3.8.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - 3.8.4.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
  - 3.8.4.5. Forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

**SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

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

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

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

- a) Has been requested to submit a Bid in response to this Bid invitation;
- b) Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or

	<p>experience; and</p> <p>c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder</p>		
	<p>The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.</p>		
	<p>In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p> <ul style="list-style-type: none"> <li>a) Prices;</li> <li>b) Geographical area where product or service will be rendered (market allocation);</li> <li>c) Methods, factors or formulas used to calculate prices;</li> <li>d) The intention or decision to submit or not to submit, a Bid;</li> <li>e) The submission of a Bid which does not meet the specifications and conditions of the Bid; or</li> <li>f) Bidding with the intention not to win the Bid.</li> </ul>		
	<p>In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.</p>		
	<p>The terms of this Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding the bid or to the signing of the contract.</p>		
	<p>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</p>		
<p><b>SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES</b></p>			
	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:</td> <td style="width: 20%;">YES / NO</td> </tr> </table>	Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	YES / NO
Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	YES / NO		
	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms</td> <td style="width: 20%;">YES / NO</td> </tr> </table>	Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms	YES / NO
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms	YES / NO		

of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	YES / NO
Was any contract between the Bidder and any SANParks terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES / NO
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	

**SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT**

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

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

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person  
connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**  
document?

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

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

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**

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

2.9.1 If so, furnish particulars.

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

Are you, or any person connected with the bidder, **YES/NO**  
aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2. 10.1 If so, furnish particulars.

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

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

1. 1 1.1 If so, furnish particulars:

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

FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

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

**DECLARATION**

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

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

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

.....

.....

Signature

Date

.....

.....

Position

Name of bidder

**BID SUBMISSION CERTIFICATE FORM**

I hereby undertake to supply all or any of the goods, works, and services described in this procurement

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

NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	

**ANNEXURE A: FUNCTIONALITY RESPONSIVENESS CRITERIA APPLICABLE FOR THIS BID**

**Bidders are not eligible to proceed to the next phase of evaluation of Price where they score less than the minimum threshold [80%] prescribed for functionality.**

SANParks promotes the concept of “best value” in the award of contracts, as opposed to merely looking for the cheapest price, which does not necessarily provide the best value. Best value incorporates the expertise, experience and technical proposal of the organisation and individuals who will be providing the service and the organisational capacity supporting the project team. The minimum functional threshold will be **80%**.

Any bidder who does not meet the minimum threshold will not proceed to the next phase of evaluation.

EVALUATION CRITERIA	DOCUMENTS TO BE PROVIDED BY BIDDER	WEIGHT	MAXIMUM POINTS	SCORING
<b>Criteria 1: Company profile</b>	<p>Provide a company profile which should include but need not be limited to the following:</p> <ul style="list-style-type: none"> <li>✓ Background of the company</li> <li>✓ Services offered to the market</li> <li>✓ Client base</li> </ul> <p>Footprint – Outline current market but also demonstrate ability to grow the market.</p>	10	4	<p>1: Poorly described and/or does not provide any information regarding the relevant aspects of the project and does not meet SANParks expectations.</p> <p>2: Very briefly described and provides little information regarding the relevant aspects of the project.</p> <p>3: Satisfactorily and meets the requirements and provides information regarding the relevant aspects of the project and has comprehensive information.</p> <p>4: More than comprehensively described and provides detailed information regarding the relevant aspects of the project and exceeds the expectations of SANParks.</p>
<b>Criteria 2: Operational procedures</b>	<p>Provide operational procedures as implemented as part of the existing business – should cover a wide variety of procedures that will ensure premium service to customers.</p>	5	4	<p>1: Poorly described and/or does not provide any information regarding the relevant aspects of the project and does not meet SANParks expectations.</p> <p>2: Very briefly described and provides little information regarding the relevant aspects of the project.</p> <p>3: Satisfactorily and meets the requirements and</p>

EVALUATION CRITERIA	DOCUMENTS TO BE PROVIDED BY BIDDER	WEIGHT	MAXIMUM POINTS	SCORING
				provides information regarding the relevant aspects of the project and has comprehensive information. 4: More than comprehensively described and provides detailed information regarding the relevant aspects of the project and exceeds the expectations of SANParks.
<b>Criteria 3: Business Plan</b>	<p>Submit a thorough <b>Business Plan</b> as part of the bid. The business plan should include (as a minimum) the following:</p> <ul style="list-style-type: none"> <li>✓ Team that will be involved inclusive of CV's with specific reference to their knowledge / experience in hospitality sales. Experience in ecotourism and related fields would be an advantage.</li> <li>✓ Market that will be focussed on with specific initiatives on how the emerging market will be stimulated. In addition, outline initiatives that will be implemented to stimulate corporate and conference bookings.</li> <li>✓ Model that will be implemented - walk-in office or on-line centre.</li> <li>✓ Anticipated hours of operations of the office.</li> <li>✓ Financial forecast (sales forecast, cash flow statement and income statement).</li> <li>✓ Clearly outline where funding will come from that will cover start-up costs and should as a minimum include the costs of hardware that will be critical in setting up of the Sales Agency.</li> <li>✓ Growth plans. Clearly outline how you aim to grow this Sales Agency over the contract term.</li> </ul>	35	4	<p>1: No information provided.  2: Limited information provided with many questions related to the practicality of the business plan.  3: Some or all aspects are covered but as a whole there are discrepancies and the business plan does not give comfort that the implementation will be successful.  4: The bidder has provided a business plan that covers all aspects that was requested and the business plan makes sense in line with SANParks plan to improve sales.</p>

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	<ul style="list-style-type: none"> <li>✓ Provide information on what makes you unique and why the skills and / or market that you bring will be beneficial to SANParks.</li> <li>✓ Outline initiatives in instances where SANParks will rely heavily on the sales agencies, i.e. in times of industrial action at SANParks' offices</li> <li>✓ In addition to SANParks' products, please outline whether you will have additional revenue streams (non-SANParks) and how this will benefit your company.</li> </ul>			
<b>Criteria 4: : Marketing abilities</b>	<p>Outline marketing initiatives that will be implemented to attract emerging markets to National Parks.</p> <p>In addition, give insight into your established market and initiatives that will be implemented to ensure that this market remains loyal (repeat customers).</p>	15	4	<p>1: No clear marketing plan submitted</p> <p>2: Limited marketing initiatives</p> <p>3: Limited, lacks initiatives and focussed on a specific market. Lacks creativity (also to attract the emerging market)</p> <p>4: A variety of marketing avenues with clear initiatives to attract new markets and ensure returning customers</p>
<b>Criteria 5: Critical skills</b>	<p>Please outline the critical skills that are prevalent in your organisation with emphasis on the following:</p> <ul style="list-style-type: none"> <li>✓ Tourism service industry experience</li> </ul>	15	4	<p>1: Very little proof that the company has good experience and skills.</p> <p>2: Only just meet the 3 years that was required for qualification and information to outline that they have the experience and understanding of the industry is lacking – limited experience.</p> <p>3: Existence not a lot more than the required 3 years but outlines experience satisfactorily and provides examples to outline a good understanding of the industry.</p> <p>4: Excellent experience displayed – more than what was expected. Also examples show that the bidder has a good understanding of the industry.</p>

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	<p>✓ Computer / system skills</p>	10	4	<p>1 No examples of associated software and skills are displayed hence no comfort that they will be able to manage bookings.  2 Limited examples of associated software is displayed hence limited comfort that they will be able to manage bookings.  3: Demonstrate usage of software that is specialised to the tourism industry. Given clear examples of similar systems where reservations are made.  4: Demonstrate usage of software that is specialised to the tourism industry but also displays and understanding that they are able to go beyond what is expected from them. Given clear examples of similar systems where reservations are made.</p>
	<p>✓ Communication / customer service skills – drive to render a good service</p>	10	4	<p>1: No information is provided that gives comfort that the bidder will render a superior customer service hence the evaluation team is not comfortable with the skill.  2: Limited information is provided that gives comfort that the bidder will render a superior customer service hence the evaluation team is not comfortable with the skill.  3: Processes included that shows ability to deal with customers in a professional way. Examples are given of situations where good customer service is rendered. The bidder displayed a good understanding of ways to ensure good communication with the clients.  4: Processes and information included that shows ability to deal with customers in a professional way. Many examples are given of situations where good customer service is rendered. The bidder displayed a superior understanding of</p>

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				ways to ensure good communication with the clients.