



**South African
NATIONAL PARKS**

REQUEST FOR QUOTATION

Terms of Reference

**Appointment of a Service Provider for the Rental of Earth
Moving Equipment for SANParks for a period of 03 MONTHS**

SANParks (KNP) RFQ- [317845]

REQUEST FOR QUOTATION

You are hereby invited to submit a price quotation for:

Appointment of a Service Provider (s) for the Rental of Earth Moving Equipment for SANParks for a period of 03 MONTHS SANParks (KNP)

RFQ NUMBER:	RFQ-317845
ADVERTISEMENT DATE:	05/05/2023
CLOSING DATE:	12/05/2023
CLOSING TIME:	11:00am
BID DOCUMENT DELIVERY ADDRESS:	Nhlamulo.kubayi@sanparks.org (Please note that any submissions made to any other email other than the designated email will not be accepted)
BID VALIDITY PERIOD:	90 days (commencing from the RFQ Closing Date)
TECHNICAL RELATED QUERIES	Tebogo Maake : 084 737 9669
SCM RELATED QUERIES	Nhlamulo Kubayi / Khomotso 013 735 4120

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

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

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

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	11:00
DESCRIPTION					
BID RESPONSE DOCUMENTS MUST BE SENT TO THE DESIGNATED EMAIL ADDRESS					
Nhlamulo.kubayi@sanparks.org					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nhlamulo Kubayi		CONTACT PERSON		
TELEPHONE NUMBER	013 735 4120		TELEPHONE NUMBER		
E-MAIL ADDRESS	Nhlamulo.kubayi@sanparks.org		E-MAIL ADDRESS	Nhlamulo.kubayi@sanparks.org	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

CONDITIONS AND INSTRUCTION TO THE BIDDER

- a) The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- b) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
- c) Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- d) Counter Conditions: SANParks draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.
- e) Response preparation costs: SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
- f) Cancellation prior to awarding: SANParks reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.
- g) Collusion, Fraud and corruption: Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
- h) Fronting: SANParks, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SANParks establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist? Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SANParks may have against the bidder concerned.

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

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

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.

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

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

BID DOCUMENTS

Number of ORIGINAL bid documents for contract signing	ONE
Bid documents must contain ONE original documents, initialed on each page thereof and signed where required . A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract.	

RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:	
Invitation to Bid (SBD 1) must be fully completed and signed.	
Submission of fully completed SBD 4 (Bidder's disclosure).	(Refer to Annexure A)
Submission of fully completed SBD 6.1 (Preference Claim Form in terms of Preferential Procurement Regulations 2022)	(Refer to Annexure A)
Submission of fully completed SBD 7.2 (Contract Form).	(Refer to Annexure A)
Submission of the General Conditions of a Contract (GCC)	(Refer to Annexure A)

CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE

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

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

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

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

THE BIDDING SELECTION PROCESS

Evaluation Phases

Phase 1: Pre-Qualification Criteria

In this phase bidders need to meet/comply with all the requirements listed in the **Pricing Schedule** provided to be able to proceed to the next phase of evaluation. Failure to meet/comply will lead to disqualification from the process.

Bidders need to provide SANParks with either one or both proofs indicated below to confirm that they comply with all quantities listed in the plant list.

- 1. Ownership registration of plant**
- 2. Lease agreement (Commitment by the lessor to the bidder that plant will be leased to the bidder should the bidder be awarded the contract)**

Phase 2: Technical/Functional Evaluation Criteria

In this phase all bids that met all the requirements in terms of the submitted proposal per the above set of pre-qualification requirements will be evaluated as follows:

Qualification Threshold – Bidders must achieve 70 points per criteria for consideration to the next phase. Bidders who fail to comply with the set minimum threshold of 70 Points per technical requirements will be eliminated.

FUNCTIONALITY/ TECHNICAL CRITERIA				
FUNCTIONALITY	DOCUMENTS	Weights	Max Points	Points Allocation
1. Plant Rental Experience				
Number of contracts from R500K and above	Contracts / SLA or purchase Orders and reference letter indicating the value of the contract on the client's letterhead or	60		60 points = 6 Contracts / or purchase Orders and reference letter indicating the value of R500K and above
				50 points = 5 Contracts / or purchase Orders and reference letter indicating the value of R500K and above
				40 points = 4 Contracts / or purchase Orders and reference letter indicating the value of R500K and above
				30 points 3 Contracts / or purchase Orders and reference letter indicating the value of R500K and above
				20 points = 2 Contracts / or purchase Orders and reference letter indicating the value of R500K and above
				10 points = 1 Contract / or purchase Orders and

FUNCTIONALITY/ TECHNICAL CRITERIA				
				reference letter indicating the value of R500K and above
				Zero Points if the company has No contract/ /Reference Letters/Purchase Orders
Plant and equipment rental experience	reference letters on the clients' letter head signed with the duration, value, commencement date, expiry date and performance	40		40 points =Six (6) or more years of experience.
				30 Points = Four– Five years of experience.
				20 points = Three -Four years of experience
				10 Points = one – Two years of experience.
				Zero Points if the company has No Experience.

REASONS FOR DISQUALIFICATION

SANParks reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply).
- submitted incomplete information and documentation according to the requirements of this RFB document.
- submitted information that is fraudulent, factually untrue, or inaccurate information.
- received information not available to other potential bidders through fraudulent means.

- failed to comply with **Pre-Qualification criteria and Functionality/Technical requirements** as stipulated in the RFB document.
- misrepresented or altered material information in whatever way or manner.
- promised, offered, or made gifts, benefits to any SANParks employee.
- canvassed, lobbied to gain unfair advantage.
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

TERMS OF REFERENCE – APPOINTMENT OF A SERVICE PROVIDER FOR THE RENTAL OF EARTH MOVING EQUIPMENT TO SANPARKS FOR A PERIOD OF 03 MONTHS

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 entities.

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

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

BUSINESS UNIT RESPONSIBLE FOR THE BID

CONTEXT OF THIS PROCUREMENT

SANParks operates 22 National Parks, throughout the Republic of South Africa, which are divided into 2 Divisions (KNP and Parks Division) For the purpose of this Bid document there is reference to Kruger National Park (KNP)

2SANParks Outsourced Services agreement

- SANParks currently operates an outsourced Earth Moving Equipment model included in the SANParks Outsourced fleet Services Agreement which expires in April 2023.
- The current outsourced Earth Moving Equipment Services Agreement provides for the following facilities and services to SANParks:

A range of Earth Moving Equipment Rental (with operators and drivers) utilized in the management of SANParks roads and construction requirements

CONTRACT PERIOD

Contract period is 03 Months

1. SPECIFICATIONS/SCOPE OF WORK

The Service Provider will be responsible for the rental of Earth Moving Equipment to SANParks terms of the Earth Moving Equipment rental agreement.

1.1. *Earth Moving Equipment Minimum Standards*

1.1.1 Earth Moving Equipment will be as per the colour of manufacture, unless otherwise agreed to by SANParks.

1.1.2 The Earth Moving Equipment supplied by the Service Provider for the various categories shall meet or exceed the specifications detailed in the Plant Specification (***Annexure 2***).

NB Note: SANParks requires the Plant to perform as reliable high production machines. It has been our experience that machines of unknown manufacturers did not achieve our production requirements, and have had an appalling breakdown history. In these cases, the supplier was instructed to immediately remove these units and replace them with well known, reliable machines, at his own cost.

1.1.3 The age and distance travelled, or hours operated by Plant leased by SANParks, shall not at any time exceed the following Plant Age and hour/km Limits (See *Annexure 4*).

1.1.4 Plant rentals should be available within max 7 working days period after contracting.

1.1.5 SANParks does not and will not guarantee the fleet size contracted by SANParks at any stage of the Contract Period.

1.2 *Rental Delivery Period*

1.2.1 All new Plant leased by Supplier to SANParks in terms of this Agreement shall be provided within a period of 5 working days from receipt of order

1.2.2 Where the supplier does not deliver plant to SANParks within the 7 working days period an Ad hoc rental plant of equivalent make, and model shall be made available to SANParks at the same rental cost as included in the Bid - (*Annexure 6 Penalties*)

1.2.3 The supplier will deliver the leased plant to the designated collection points within the Kruger National Park as defined in *Annexure 3* at no cost to SANParks.

1.2.4 The supplier will deliver plant to SANParks fully licensed and ready to operate, and that unit's insurance is in place.

1.3 *Plant Funding Options*

1.3.1 SANParks envisages utilizing several Unit acquisition methods which include the following:

1.3.1.1 The Plant rental will require the supplier to provide a rental rate that is inclusive of all costs including fuel.

1.3.2 This funding option may apply to all categories of Earth Moving Equipment.

1.3.3 The Vehicle Funding Option requirements for each Region will be defined in each Quotation Schedule

1.4 Maintenance and Repairs for SANParks official Earth Moving Equipment

1.4.1 The Service Provider shall be responsible for ensuring that all Earth Moving Equipment is maintained on a regular basis and repaired when necessary.

1.4.2 All Maintenance and repair costs under a Plant Rental agreement are paid for and are at the cost and risk of the Service Provider.

1.4.3 The Service Provider shall be responsible for advising the User Group of all units due for maintenance or repairs to comply with manufacturer specifications.

1.4.4 The Service Provider shall be responsible for delivery of the unit to the nearest Service Provider's workshop. Any cost incurred by the Service Provider in transporting vehicles from its workshop or preferred service facility to another of its other workshops or to a third party's workshop shall be for the account of the Service Provider.

1.4.5 In respect of all Earth Moving Equipment, in the event of any maintenance or repairs transaction, including breakdown requiring in excess of 48 (forty-eight) hours to complete, the Service Provider shall provide a similar replacement Unit to the User Group within 48 (forty-eight) hours of the vehicle being delivered for maintenance or repair or breaking down. The cost of providing such replacement vehicle shall be for the account of the Service Provider.

1.5 Breakdown Services for SANParks official Earth Moving Equipment

1.5.1 The Service Provider shall manage the availability of a breakdown service 24- hours a day, seven (7) days a week throughout the Contract Period for plant leased by SANParks. In managing this facility, the Service Provider shall provide a toll-free call Centre, staffed and managed effectively, for reporting breakdowns and requests for assistance. The facility shall be equipped with automatic call logging facilities.

1.6 Vehicle Insurance

- 1.6.1 SANParks shall not bear any costs relating to collisions, damage, thefts and hijackings of units or parts thereof. All costs, including repairs, replacement, third party claims and replacement unit hire shall be for the account of the Service Provider. This shall apply to all units that are leased or Ad Hoc plant agreements.
- 1.6.2 The Service Provider shall ensure that the necessary Professional Indemnity and Fidelity Guarantee Insurance are in place to protect SANParks interests.
- 1.6.3 The Supplier shall ensure that all management controls, electronic monitoring systems, operator training, unit protective equipment, operator's license verification and other similar processes and systems which may contribute to a reduction in the frequency and cost of accidents are fully and ongoing fitted or applied at the Service Provider's cost throughout the Contract Period.
- 1.6.4 The full cost of all insurance shall be for the Service Provider's account.

1.7 Accidents and Incidents

- 1.7.1 The Service Provider shall repair all damage to any units leased, through Plant Agreement, by SANParks arising out of accidents or incidents, to manufacturer specifications.
- 1.7.2 The Service Provider shall be responsible for managing the process from the scene of the accident to re-delivery of the unit or the provision of a similar replacement unit to SANParks including the provision of emergency medical treatment and roadside assistance to the operator, driver, and passenger.
- 1.7.3 The Service Provider must provide a replacement unit of the same type, category and cost as the unit involved in the accident or incident in accordance with the requirements
(Annexure 7) • Replacement / Ad hoc Rental delivery requirements.

The cost of providing such replacement unit will be for the account of the service provider.

1.8 Thefts or Hi-jacks

- 1.8.1 The Service Provider shall take all the necessary precautions to minimize thefts and hi-jacks through, for example, the identification of high-risk areas and vehicles in use by SANParks User Groups.
- 1.8.2 The Service Provider must provide a replacement unit of the same type, category and cost as the vehicle involved in the theft or hi-jack in accordance with the

requirements of *Annexure 7 Replacement / Ad hoc Rental* delivery requirements. The cost of such replacement vehicle must be covered by the insurance on the vehicle.

1.9 *Validity of Licenses, Traffic Offences and Vehicle Abuse*

1.9.1 The Service Provider shall throughout the Contract Period be responsible for checking the validity of the driver's license of any operator that intends to drive a lease unit through either Plant Agreement.

1.9.2 The Service Provider shall be responsible for managing the abuse of plant/equipment. The Service Provider should, where abuse is suspected, investigate such abuses and provide a report presenting sufficient evidence to enable the User Group to take the appropriate action against the operator/driver.

1.9.3 The Service Provider shall be responsible for the cost of abuse.

1.9.4 A detailed procedure for handling and determining such abuse cases will be drafted with the successful Bidder.

1.10 *Plant Replacement and Ad Hoc rentals)*

1.10.1 The Service Provider is required to make available units for replacement and ad hoc rentals as per the following:

1.10.2 For Kruger National Parks, the supplier is required to have access to arrange the replacement of units that:

1.10.2.1 are of reasonably the same type and categories as operated by SANParks

1.10.2.2 complies with the *Annexure 4 -Vehicle Age and Hour Limits* specifications.

1.10.2.3 are available to meet *Annexure 7 - Replacement / Ad hoc Rental* delivery requirements

1.10.3 The costs of replacement vehicles for use as a consequence of accident damage, theft,

hi jack or mechanical servicing and repair, where the time limits are exceeded, shall be for the account of the Supplier.

1.10.4 User Groups will collect all ad-hoc units from the Service Provider's depot at the Delivery points within Kruger National Park - ***Annexure 3***.

1.11 *Regulatory Issues*

1.11.1 The Service Provider shall ensure that all units are at all times in a roadworthy condition.

1.11.2 The Service Provider shall ensure that all units leased through Plant Agreement and ad-hoc vehicle agreements by the SANParks shall be registered and licensed with local authorities according to Legislation. The Service Provider shall be responsible for the administration thereof including the physical affixing of the license discs to the units. The process for obtaining certificates or roadworthiness/fitness shall be the same as the process for maintenance or repairs of vehicles.

1.12 Management information systems and database

1.12.1 It is the responsibility of the Service Provider to supply accurate and relevant management information on a monthly basis to SANParks to allow it to manage the Earth Moving Equipment requirements. Given this fact, the Service Provider shall have and maintain an IT System that allows SANParks access to retrieve accurate and relevant management information from the Service Provider that is current to within 24 hours. As a minimum, the reports listed in **Annexure 5** -Reports must be provided.

1.12.2 Furthermore, the Service Provider's Management Information Systems shall throughout the Contract Period be scalable to accommodate SANParks changing business requirements.

1.12.3 In the event of termination of the Outsource Service Agreement (OSA), the Service Provider shall provide its entire database containing the up-to-date information in respect of SANParks Outsource Service Agreement (OSA), in electronic format, within 2 Business Days of such termination or breach, to SANParks. The cost of such transfer of information will be for the Service Provider's account.

1.12.4 To protect the database relating to the SANParks contract, the Service Provider shall have in place, and shall maintain, suitable back-up procedures.

1.12.5 The Service Provider shall have in place, and shall maintain, an effective IT disaster recovery program.

1.12.6 The service provider shall have in place, and shall maintain, an effective tracking system. The system must allow SANParks access to retrieve accurate and relevant management information from the Service Provider that is current to within 24 hours. Monthly report on each plant and equipment to reflect start / stop times, hours / kilometers worked / traveled, speed information, distance traveled, idle time, etc. The cost to install and maintain the system will be for the Service Provider's account.

1.12.7 The Service Provider will develop a user-friendly billing system that is integrated with the SANParks financial system. The cost to develop will be for the Service Provider's account.

1.13 *Penalties*

1.13.1 SANParks will implement a system of penalties to be applied for the failure of the Service Provider to comply with service levels. The penalties that will apply are detailed in **Annexure 6** - Penalties.

1.14 *Industry Standards and Norms*

1.14.1 The Service Provider shall ensure that the services provided within the Contract Period to SANParks are in line with the changing plant fleet operation industry norms and standards and shall include but not be limited to design, development, testing and liaison with all relevant stakeholders in the market. In addition, the nature, scope and level of Services provided shall be on a par with or better than outsourced fleet operations services provided by other service providers within the RSA

1.15 *Benchmarking and User Satisfaction Surveys*

1.15.1 To ensure the continued competitive nature of the service provided by the Service Provider throughout the duration of the Outsource Service Agreement (OSA), SANParks reserves the right to conduct benchmarking and user satisfaction surveys throughout the period of the contract in respect of the level of services provided by the Service Provider. This survey will be conducted by an independent and professional research company at Service Provider's cost.

1.16 *General*

1.16.1 Within the KNP, the KNP Lead Fleet Manager in Technical Services Division shall be responsible for managing the Outsource Service Agreement (OSA). The User Groups shall interact daily with the Service Provider on operational issues.

2. SPECIAL CONDITIONS OF CONTRACT

2.1 **Important Notice** - Attention is drawn to the Important Notice on pages 4 of this documents including the items as set out below, which are to assist the Bidders on Item 1.4 on page 4, and form part of the General Conditions of this Bid.

2.1.1 **The fuel usage will be included in the rental rate supplied by the Bidder.**

2.1.2 As the Plant units work considerable distances from the Rest Camps/Ranger Camps, the Bidders must make allowances in their rates for the daily transport of operators to and from their machines.

2.1.3 Operators and Drivers are to be supplied with their own accommodation. All these costs must be provided for in the plant rates. Accommodation to comply with minimum SANParks requirements and detailed in see **Annexure 10**

- 2.1.4 As the use of Ground Engaging Tools (GET) differs vastly throughout the parks, it has been established, that four sets of grader blades per month be allowed for in the grader rate. Any grader blades used above this figure will be for SANParks account.
- 2.1.5 As indicated in the bid, all units must be roadworthy and maintained. Due to operations in the bush, the units will damage tires, windscreens, mirrors, Lights/flickers etc. SANParks will not be responsible for this repair.
- 2.1.6 Please note that no extra/over, overtime rates will apply, and rain and standing delays are 50% of the hourly rate submitted. Minimum delivery period and minimum rental and termination period without penalties. Breakdowns of more than 2 times per month cost see **Annexure 6 - Penalties**. Min replacement due to breakdowns
- 2.1.7 It is necessary that a fulltime mechanical maintenance expert be on site (he /she must have at least 5 years' experience) to assist with plant management and maintenance.
- 2.1.8 Safety File: the successful bidder/s will be required to submit a safety file before signing the contract.
- Refer to **Annexure A** for the list of requirements when preparing a safety file
 - Letter of Good Standing must accompany the safety file.

2.2 Terms and Conditions

The Outsourced Service Agreement shall comprise substantially the terms of this RFQ.

2.3 Warranty

The Service Provider shall warrant that it has the necessary skills to execute efficiently and effectively the responsibilities set out in this RFQ.

2.4 Contracting Parties

The Outsource Service Agreement (OSA) shall be in respect of the official Earth Moving Equipment operation needs of all User Groups and accordingly the Outsource Service Agreement (OSA) will be entered into between the Service Provider(s) and SANParks. *There will be no direct contractual nexus between the Service Provider and the User Groups.*

2.5 Competition

Bidders and their respective advisers, officers, employees, and agents are prohibited from engaging in any collusive action with respect to the Bidding process which serves to limit competition amongst Bidders.

In general, the attention of Bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No.89 of 1998) (the Competition Act) that prohibits collusive Bidding. If Bidders have reason to believe that competition issues may arise from any Offers they may make, they are encouraged to discuss their position with the competition authorities before submitting

Offers. Any correspondence or process of any kind between Bidders and the competition authorities must be documented in the Offers. The BEC may consult the competition authorities during the evaluation process. SANParks will not be liable for any damages (whether direct, indirect, special or consequential) or for any losses, costs, expenses or penalties suffered by a Bidder before, during or after the submission of Offers, arising from the enforcement of the Competition Act.

2.6 Rulings, Authorities and Approvals

It is recorded that, notwithstanding the fact that the parties may be jointly responsible for any such costs, all costs or fees incurred in acquiring any statutory or regulatory rulings, authorities or approvals required to implement the outsourcing of SANParks Earth Moving Equipment fleet operation, including, without limitation any notification of the Competition Commission in terms of the Competition Act, the Receiver of Revenue and the Commissioner for Value Added Tax, will be for the account of Bidders.

2.7 Consortium Formation

2.7.1 It is recognized that Bidders may wish to form consortia to provide a seamless service to SANParks. Although SANParks encourages the formation of such consortia, Bidders will not be prejudiced for participating independently, if they demonstrate satisfactorily that they can meet the RFB requirements.

2.7.2. Consortium Signing Requirements - An Offer by a consortium shall comply with the following requirements: -

It shall be signed to be legally binding on all consortium members. One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered between the consortium members. The lead member shall be the only authorized party to make legal statements, communicate with the BEC, and receive instructions for and on behalf of all the members of the consortium. A copy of the agreement entered by the consortium members shall be submitted with the Offer.

2.8 Reservation of Rights

2.8.1 Without limitation to any other rights of SANParks (whether otherwise reserved in this RFB or under law), SANParks expressly reserves the right to:-

2.8.1.1 Request clarification on any aspect of an Offer from the Bidder, such requests, and the responses to be in writing.

2.8.1.2 Exercise in its discretion all rights of ownership of the fleet assets and operations including the rights to operate or restructure the Earth Moving Equipment Operations in any manner it chooses prior to entering the Outsource Service Agreement (OSA).

2.8.1.3 Select different Service Providers to provide the different categories of plant/equipment or different aspects of the Fleet Operations.

2.8.1.4 Amend the Outsourcing Process, including timetable, offer date and any other date at its sole discretion.

2.8.1.5 Cease negotiations with a Bidder and enter negotiations with another Bidder at any stage.

2.8.1.6 Reject all Offers submitted by Bidders and to embark on a new Bid process.

2.9 *Affordability*

The RFB sets out the project service requirements of SANParks. While these requirements (including the estimated number of plant rental agreements on commencement of the OSA) represent the assessed needs of SANParks, SANParks operates within a fixed annual budget for the provision of official Earth Moving Equipment fleet operation. These budgetary restrictions determine the affordability of the project and form a threshold against which all Bids will be compared. SANParks is unlikely to accept Bids that will result in the total cost of official Earth Moving Equipment operation exceeding the affordability target.

2.10 *Rules and Regulations of SANParks*

The Service Provider will be required to comply with all rules and regulations applicable to SANParks officials, including, but not limited to aspects such as SANParks speed limits. In this regard, Bidders are urged to familiarize themselves with the Code of Conduct as applicable in each National Park.

2.11 *Accommodation*

The Service Provider will have to supply all accommodation, for its management staff and operators at his / her cost. Minimum standards ***Annexure 10***

3. **PRICING SCHEDULE**

3.1 Plant and Ad - Hoc Earth Moving Equipment rental agreements

3.1.2 The Plant Agreement contracts, and associated pricing shall be based on plant being utilized for a minimum of 180 hours per month as indicated in the Quotation Schedule of the RFQ

Note: This hire will commence once the unit is delivered to the delivery points (**Annexure 3**) till it is removed. Hours lost due to breakdowns, absent operators and servicing will not be paid for by SANParks.

3.1.3 The Ad-Hoc rental shall be based on plant being utilized for a minimum of 5 hours per day, 5 working days per week, as indicated in the Quotation Schedule RFQ.

Note: This hire will commence once the unit is delivered to the delivery points (**Annexure 3**) till it is removed. Hours lost due to breakdowns, absent operators and servicing will not be paid for by SANParks.

3.1.4 Excess hour's charges will be calculated monthly and be applied in the following manner:

3.1.4.1 An hourly rate will be levied for hours worked more than the minimum as indicated in 7.1.2 & 7.1.3 above as defined in the rate card.

3.1.4.2 Over the contract period, Plant Agreement and Ad-Hoc pricing may only be varied on the following basis.

3.1.4.3 The initial rental, at commencement of the agreement, plus a quarterly inflationary increase based on the Consumer Price Index (CPIX) relevant for plant hires.

3.1.4.4 This new rental shall be published in the quarterly tariff sheet and shall be applicable to all Plant Rental Agreement.

3.1.4.5 Ad Hoc Rental rates may only be adjusted for inflation on a quarterly basis. The quarterly inflation adjustment will be based on the Consumer Price Index (CPIX) relevant for plant hire which rental shall be published in the tariff sheet.

3.2 SANParks WILL NOT ACCEPT ANY CHARGES FOR ITEMS NOT REFLECTED IN THE PRICING SCHEDULES. THE BIDDERS ARE REQUESTED TO PRICE ALL POTENTIAL RISKS AND CONTINGENCIES INTO THEIR PRICING AT THIS STAGE.

3.3 SANParks shall not accept any of the following charges as normally catered for under standard Plant Rental Agreements: -

3.3.1 Make good charges.

3.3.2 License fees and other regulatory costs.

3.3.3 Tyre damage or wear charges.

3.3.4 Insurance charges.

- 3.3.5 Charges for early termination of Plant rental agreements.
- 3.3.6 Damage caused to Units by the Vegetation and rocky conditions in the Parks.
- 3.4 Accordingly, provision for these should be made in the pricing schedules based on the Bidder's risk assessment.
- 3.5 Bidders shall Bid Plant Rental Agreements and ad hoc plant rental charges, by completing and submitting the Quotation Schedule. Pricing must take cognizance of the services and service levels required as specified in this RFQ.
- 3.6 The basis of quotations is open disclosure, and the requirements thereof are detailed in **Annexure 8** - Information in Support of the Quotation schedule.
- 3.7 Use of premises in the KNP and Parks - the Service Provider must ensure that rubbish or waste removal bins are clean and free from noxious or offensive odors that the waste disposal facility is not unsightly, and the waste is frequently removed and the area surrounding the waste disposal facility is clean, neat and tidy. Soil contamination due to oil and or fuel spillages need to be rectified according to the applicable Legislation. The Service Provider must adhere to SANParks Waste Policies as amended.

Annexure 1 – SANParks' Parks and Regions

Regions

Kruger National Parks (KNP)

Parks per Region

Region	Park
KNP	Kruger National Park

Annexure 2 – Plant Specifications

Category Number	Category of	Conversion Description	Specifications	Model not older
1	Road Grader	As per Specifications	Articulating – 4-wheel drive. Min. operational weight = 14600kg; Min. power = 138 kw; Blade width = 3658mm	5 yrs
2	TLB	As per Specifications	Minimum weight= 6984kg, minimum power= 69kw	5 yrs

Annexure 3 - Delivery Points within each National Park

Region	Park	Delivery Address	Nearest Town
Marula	Kruger National Park	Vehicle Fleet Skukuza	Hazy view
Nxanatseni	Kruger National Park	Shingwedzi and Letaba Roads Workshop	Phalaborwa

Annexure 4 – Plant, Equipment and Vehicles replacement Age and Kilometer / Hour Limits

Plant, Equipment and Vehicles replacement age (Months) or replacement hours / kilometers must be calculated to not fall within the 03 Months rental period.

This will mean that the entry age for this contract will be current age plus 03 Months from inception of contract. (Projected Inception is May 2023.) The entry Hr.'s / Km's must be calculated from current Km's/hr.'s to end of contract period to not exceed replacement values.

Vehicle Category	Vehicle Description	Replacement (months)
Extra Heavy vehicles	>10 000 Kg GVM	03 Months
Tractors	Tractor (not 4x4)	03 Months
Tractors	Tractor (4x4)	03 Months
Earth Moving Equipment	Graders, Front End loaders, Excavators	03 Months
Earth Moving Equipment	Loader Excavator	03 Months

Annexure 5 - Report Requirements

Detailed below are the minimum report requirements for SANParks

The method of report delivery is, in the order of preference, and includes the following:

- Pushed e-mail reports delivered to nominated SANParks personnel
- Hard copy reports

Report requirements:

1. Monthly billing reports per vehicle, per User Group and consolidated per region and SANParks
2. Monthly listings of all vehicles per User Group, Per Region and SANParks with closing and opening hour meter readings.
3. Procurement reports detailing Orders received, undelivered plant and plant delivered during the month per User Group, Per Region and SANParks
4. Driver's register with valid driver's license, including renewal dates, PDP requirements by per User Group, Per Region and SANParks
5. Training undertaken and future requirements by Driver per User Group, Per Region and SANParks
6. Monthly and annual reports detailing usage of Replacement and Ad Hoc rentals per User Group, Per Region and SANParks.
7. Monthly and annual accident management reports with trend analysis and analytical comments, per User Group per Region and SANParks
8. Monthly report of traffic fines with analytical comments, per User Group, Per Region and SANParks
9. Monthly report comparing for each User Group, Region and SANParks budget and actual expenditure for official usage for a month, with analytical comments, including projected year-end budget variances in Excel format as well as graphs.

10. As and when needed, "early warning reports and graphs" for each User Group, Region and SANParks highlighting any possibility of actual expenditure exceeding budget allowances.
11. Monthly report analyzing vehicle utilization for each User Group and Region in terms of hours worked.
12. Monthly Fuel Usage report with graph to indicate previous month fuel consumption.
13. Monthly tracking report reflecting all relevant information. (Start and stop times, speed information, idle times, distances traveled, etc.

Annexure 6 – Penalties

In addition to the penalties identified in each Service Level Agreement the following additional system of penalties will be applied for the failure of Service Provider to comply with service levels requirements:

Penalties Payable by Service Provider		
Area	Event	Penalty
Plant Rental	Where a Vehicle required through a Plant Rental Agreement is not delivered to SANParks in accordance with the requirements of annexure 7 - Replacement / Ad hoc Rental delivery requirements	SANParks may lease similar vehicles from a third party for the total required period and any adverse cost shall be for Service Provider's account.
Breakdowns	Where Plant breaks down	
	Once during a month	No penalty, repair subject to normal service levels.
	Twice during a calendar month	The Rental for the relevant Vehicle shall be reduced by 50% (fifty per cent) for the month in question.

Penalties Payable by Service Provider		
Area	Event	Penalty
	More than twice during a calendar month	No Rental shall be charged for the relevant Vehicle for the month in question.
Roadside Assistance	Where breakdown or roadside assistance is not provided within the stipulated timeframes.	The Rental for the relevant Vehicle for the month in which the breakdown occurs shall be reduced by 50% (fifty per cent).
Maintenance, Theft, Hijacking	Where a replacement vehicle is not provided in line with the requirements of annexure 7 - Replacement / Ad hoc Rental delivery requirements.	The Rental for the relevant Vehicle for the month in which the failure occurs shall be reduced by 50% (fifty per cent). SANParks may lease similar vehicles from a third party for the total required period and any adverse cost shall be for Service Provider's account.

Penalties payable shall be calculated monthly and payable by Service Provider

All penalties shall be payable free of deduction or set-off into a penalty fund established by SANParks in terms of and subject to the provisions of the Public Finance Management Act, 1999.

1. No penalties will be payable by Service Provider during the Interim Phase of this Agreement.

Annexure 7 – Rental / Replacement for Breakdowns Delivery Requirements

VEHICLES	Region	Rental or Replacement	Delivery Timing Hours
HCV, Tractors, Earth Moving Equipment	Kruger National Park	Rental	5 Working Days
HCV, Tractors, Earth Moving Equipment	Kruger National Park	Replacement for Breakdowns	48 clock hours

Annexure 8 - Information in Support of the Vehicle Quotation Schedules

Introduction

The information below is applicable to the Quotation pricing Schedule

1. A Vehicle Quotation schedule is published for Kruger National Park (KNP)
2. Bidders are required to complete the full Quotation schedule
3. The Quotation Schedule may not vary in its requirements.
4. The Bid for requires quotation for a range of plant, finance options and services. Bidders are required to complete the Quotation Schedule in its entirety for all the requirements (Plant categories and services)
5. The Quotation Schedule requirements are:
 - 5.1 The category of required Plant includes: Graders and TLB's (Loader Excavator)
 - 5.2 The required range of finance is: Full Maintenance Leasing (FML)
 - 5.3 The required range of services include but not limited to:
 - Replacement rental equipment
 - Managed Maintenance
 - Tracking system
 - Insurance
 - Accident Management
 - Fuel procurement and management
 - License and registration
 - Fines management
 - Provide Earth Moving Equipment operators
 - On road refueling for Earth Moving Equipment
 - Provide wear tools for equipment (GET)

- Staff accommodation and management for Earth Moving Equipment operators

5.4 The following is the description of certain categories included in the spreadsheet:

5.4.1 Region - is the SANParks region for which the quotations are required

5.4.2 Estimated quantity of Plant per Region - is the estimated number of Plant in the region. It is for guideline purposes only and may not represent the final quantity of Plant operating in the Region.

5.4.3. Quoted Plant make / Model - the Plant makes selected and quoted for by the Bidder.

5.4.4 In order that SANParks may fully complete a cost benefit analysis of finance options, service provision and risk transfer options. The Quotation Schedule requires open disclosure, which shall remain confidential between the Bidder and SANParks:

5.4.4.1 **WET Rate per hour – ALL inclusive** (fuel; operator; etc.) (VAT Included)

5.4.5 Additional information required in the Quotation Schedule is:

5.4.5.1 A description of the Earth Moving Equipment Units for which the Bidder is quoting including extra equipment, which must match the minimum requirement of SANParks.

5.4.5.2 Long Term quotations for each indicated vehicle category and monthly hour requirements.

5.4.6 Should the Bidder wish to quote for several alternative vehicles makes the full details of costs etc. must be completed for each line of quotations.

5.4.7 Ad hoc Rental rates for each unit for periods of

5.4.7.2 Ad Hoc Hourly Rate – **WET Rate all inclusive (VAT Included: Less than 1 month.**

5.4.7.3 Ad Hoc Hourly Rate – **WET Rate all inclusive (VAT Included: In Excess of 1 month**

- 5.4.8 Internal movement transfer tariff beyond point of delivery- the cost of moving yellow equipment to a place of work from the point of delivery at the National Park.
- 5.4.9 Transfer tariff for Long Term Rental unit must be allowed for in the rates. Ad-Hoc Transfer tariff is to be paid as indicated in the rate card.
- 5.4.10 Bidders must complete all quotations in both hard copy and electronic spreadsheet formats.

Annexure 10 – Minimum Specifications for accommodation

Tent Specifications for Earth Moving Equipment Operator Accommodation

Kruger National Park

1. The tents must be pitched on a min 100mm concrete slab at positions on site indicated by the KNP and Parks overseers
2. The tent is known as the 2 in 1 Combo (3.3m wide x 5.4m long – one room) the tent is 3m wide x 3.6m long.
3. The 2 in 1 Combo is made out of 400-gram 100% polyester same as military spec. Waterproof, Rot and Mildew Proof.
4. No tents allowed in Skukuza Living quarters. 2 x Single rooms and a dormitory with space for 4 people will be available at a monthly rental cost in Skukuza Living quarters

3. COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

The verification during this phase is to assess the bid responses for purposes of verifying compliance with RFQ requirements, whereby a bidder may be disqualified if they do not fully comply which requirements as stipulated below:

- Submission of fully completed SBD1 (Invitation to Bid),
- Submission of a quotation on the company letterhead,
- Submission of fully completed SBD 4 (Bidder's disclosure),
- Submission of fully completed SBD 6.1
- Submission of fully completed SBD 6.2

4. CENTRAL SUPPLIER DATABASE INFORMATION

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

PRICING SCHEDULE

Appointment of a Service Provider (s) for the Rental of Earth Moving Equipment for SANParks for a period of 03 MONTHS SANParks (KNP)				
Rental includes ± 180 hours per month, No charge for rain day and no charge for delivery				
Item No	Description	Quantity per order	Rental per hour all inclusive (fuel; operator; etc)	Total Rental (Including VAT) - Based on ± 180 hours per month for the period of 03 Months
1.	Road Grader 4 wheel drive - As per Annexure 2: Vehicle Specifications	03		
2.	TLB 4x4 - As per Annexure 2: Vehicle Specifications	02		
			TOTAL	R
			VAT @ 15%	R
			GRAND TOTAL	R

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

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

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

6. TIMELINES

Upon appointment the recommended Bidder is expected to deliver goods and services within 14 working after the Purchase order. Failure to deliver, SANParks may reserve the right to cancel the contract with the Bidder.

7. FINAL AWARD

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

BLACKLISTING OF SUPPLIERS

Blacklisting/restricting” mean the act of disqualifying a person or an entity from participating in the National Public procurement processes. SANParks Reserves a right to submit a list of Entities To be Blacklisted To National Treasury as a Result of Nonperformance or Corruption charges

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

10. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
The applicable preference point system for this tender is the 80/20 preference point system.

80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS: : LOCAL SUPPLIERS ADJACENT TO KRUGER NATIONAL PARK OPERATIONS	20
Total points for Price and SPECIFIC GOALS	100

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

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

11. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

12. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 or

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

documentation stated in the conditions of this tender:

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

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

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

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

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

The specific goals allocated points in terms of this tender : : local suppliers adjacent to Kruger national park operations	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Location: 0 to 100 km adjacent to Kruger National Park	20	
Location: 101 to 200 km adjacent to Kruger National Park	10	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.4. Name _____ of
company/firm.....

3.5. Company _____ registration _____ number:
.....

3.6. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

