



Invitation to Bid for the Appointment of a Service Provider(s)

PROVISION OF GATE MANAGEMENT SERVICES FOR 5 YEARS

Bid Number:	GNP017-26	
Advert Date	26 October 2026	
Issuer	South African National Parks	
Closing Date and Time	24 November 2026 11:00 am	
Compulsory Physical Meeting Compulsory Clarification	West Coast National Park Venue: Administration Building 2 Main Street Langabaan 7357 Date: 9 November 2026 Time: 11:00am	
Compulsory Physical Meeting Compulsory Clarification	Table Mountain National Park Venue: Cape Point Gate (compulsory briefing meeting Point) Plateau Road Simontown Town Date :10 November 2026 Time: 11:00am Optional site inspection will be at Boulders Gate	

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is open from 8:00am – 16:00pm Monday to Friday at the below delivery address.

TABLE MOUNTAIN NATIONAL PARK ADMINISTRATION
TOKAI OFFICE BUILDING, UPPER TOKAI, TOKAI ROAD, TOKAI, 7947
(RECEPTION – TENDER BOX)

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

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Table 1: Document Checklist and Returnable

Description of requirement	Bidder to tick Yes if the document is submitted	Reference where the document is in the submission
LEGISLATIVE, MANDATORY AND OTHER BID DOCUMENTS		
Invitation to Bid (SBD 1) must be fully completed and signed.		
Submission of fully completed Pricing Schedule (SBD 3.1)		
Submission of fully completed SBD 4 (Bidder's disclosure).		
Submission of fully completed SBD 6.1 (Preference points Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate or certified B-BBEE Sworn Affidavit. (downloaded from DTIC or CIPC)		
General Conditions of Contract		
SBD7.2 (Contract Form)		

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS					
TENDER NUMBER:	GNP017-26	CLOSING DATE:	24 November 2026	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF GATE MANAGEMENT SERVICES FOR 5 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<p align="center">TABLE MOUNTAIN NATIONAL PARK</p> <p align="center">TOKAI ADMIN OFFICE, UPPER TOKAI, TOKAI ROAD (TMNP: TENDER BOX)</p> <p>NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above. No Bids from any bidder shall be accepted if sent via the Internet or e-mail.</p> <p align="center">There shall be no public opening of the Bids received.</p> <p align="center">No late submissions will be accepted.</p>					
BIDDING PROCEDURES AND TECHNICAL INQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON:	Pawl Moyane/Zanele Tamarana		Saskia Marlowe TMNP/Pierre Nel WCNP		
TELEPHONE NUMBER:	012 426 5012/ 021 741 2350		021 712 7471/022 772 2144		
E-MAIL:	pawl.moyane@sanparks.org/		saskia.marlowe@sanparks.org/ Pierre.Nel@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:			CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		
<p align="center">[TICK APPLICABLE BOX]</p> <p align="center"> ☐ Yes ☐ No </p>			<p align="center">[TICK APPLICABLE BOX]</p> <p align="center"> ☐ Yes ☐ No </p>		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <p align="center"> ☐ Yes ☐ No </p> <p align="center">[IF YES ENCLOSE PROOF]</p>			2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <p align="center"> ☐ Yes ☐ No </p> <p align="center">[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>		

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

☐

YES

☐

NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐

YES

☐

NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐

YES

☐

NO

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

☐

YES

☐

NO

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

☐

YES

☐

NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR 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.
NO FAXED OR EMAILED DOCUMENTS WILL BE ACCEPTED**

SIGNATURE OF BIDDER: _____

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

DATE: _____

Bidders are not allowed to contact any other SANParks staff in the context of this tender other than the indicated officials under SBD1 above or as mentioned under "correspondences"

Bid validity	Validity Period from Date of Closure:	180 Days
	The tender proposal shall remain valid for a minimum period of 180 days from the day following the tender closing date. All pricing, including contributions and other recurring costs specified in the proposal, must remain firm and valid throughout this 180-day period.	

CORRESPONDENCES - Queries

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

Any queries regarding the bidding procedure may be directed to:

Department: Supply Chain Management
Contact Person: Mr. Pawl Moyane/Zanele Tamarana
Tel: 012 426 5012/ 021 741 2350
Email Address: pawl.moyane@sanparks.org

Department: Technical Enquiries
Contact Person: Saskia Marlowe TMNP/ Pierre Nel WCNP
Tel: 021 712 7471 / 022 772 2144

Email Address saskia.marlowe@sanparks.org/
Pierre.Nel@sanparks.org

CONDITIONS AND INSTRUCTION TO THE BIDDER

- (1) The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- (2) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.

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 achieve the minimum threshold for **functionality 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 in order to gain unfair advantage;
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

INTENTION TO SELL

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

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

DISCLAIMERS

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

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

SANParks is in no way selling the bid document, all documents shall be found on the SANParks website and 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.

BID DOCUMENTS

Number of ORIGINAL bid documents for contract signing	ONE
Electronic Copy of the original document in PDF (flash drive)	ONE
<p>Bid documents must contain one original documents, initialed on each page thereof and signed where required.</p> <p>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.</p>	

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.

1 BID OVERVIEW

The purpose of this bid is to invite prospective bidders to submit a proposal for Provision of Travel Management Services to South African National Parks for a period of three (03) years.

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

The Parks under the management of SANParks are divided into 6 regions:

Region	Regiol Office	Parks managed
Arid	Upington	Kgalagadi, Augrabies, Richtersveld, Namaqua, Mokala, Meerkat
Cape	Cape Town	Table Mountain, Agulhas, West Coast, Tankwa Karoo, Bontebok
Garden Route	Knysna	Stormsriver Mouth (Tsitsikamma), Knysna Forests, Wilderness, Knysna Estuary
Frontier	Port Elizabeth	Addo, Camdeboo, Mountain Zebra, Karoo
North	Pretoria, Head Office	Golden Gate, Marakele, Mapungubwe,
Kruger National Park	Skukuza	35 Various Camps
Administrative		Groenkloof (Head Office), Kimberley, Graspan, Vaalbos

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

3 LEGISLATIVE AND REGULATORY FRAMEWORK

3.1 The bid is subject to the General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999); Preferential Procurement Policy Framework Act, 2000; and the Preferential Procurement Regulations, 2022.

3.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

3.3 Tourism Act, 2014 (Act No 3 of 2014)

3.4 Prevention and Combating of Corrupt Activities Act, Act 12 of 2004

3.5 Promotion of Access to Information Act, 2000 (PAIA)

3.6 Protection of Personal Information Act, 4 of 2013 (POPIA)

3.7 National Road Traffic Act, Act 93 of 1996

3.8 National Land Transport Amendment Act, 2023

4 SPECIAL CONDITIONS OF CONTRACT AGREEMENT

- Successful tenderers will be expected to enter into an Agreement with SANParks. The contract will include a Service Level Agreement. Where a tender is submitted which incorporates the tender's standard conditions of tender/sale, such conditions shall be deemed to have been renounced by the tenderer.
- Upon award of contract the service provider in consultation with SANParks must develop a site specific Standard Operating Procedure on responsibility and staff behavior within 30 days. SOP to be signed by both parties involved.
- The successful tenderer must have an office in Cape Town upon award of the tender.
- The service provider who bid for WCNP must establish an office within Saldanha Bay Municipality within 6 months of award of tender.
- The successful tenderer who bided for TMNP should have 6 Supervisor's with relevant qualification and experience which is Grade 12, Computer literate in Microsoft packages, POS experience of 2 years, certificate in supervision management on contracting.
- The successful tenderer who bid for WCNP should have 9 admission officers with relevant qualification and experience which are grade 12, basic computer literacy skills and 2 years' experience

LIABILITY FOR LOSS OR DAMAGE

- SANParks shall in no way be liable for any loss or damage which may be sustained by the successful tenderer, his employees or any person through the handling or use of the tenderer's equipment, nor shall SANParks be liable for accidents to the tenderer's personnel or any person or property, so engaged, on SANParks' property.
- The tenderer shall be responsible for repairs to SANParks' property caused by the tenderer's employees during the contract period.

INDEMNITY

- The successful tenderer shall be deemed to have indemnified SANParks and shall keep SANParks indemnified against all actions, proceedings, claims, demands, damages and expenses which may be levied or made against SANParks, or which SANParks may sustain or incur by reason of any injury to persons or property, arising directly or indirectly out of any action by the successful tenderer or his agents in the execution of the tender.

INSURANCE

- For the purpose of securing SANParks against any claims which may be made against it under the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), tenderers shall, at their own expense, insure and keep all their employees insured by an insurance company, society or association licensed under the Compensation for Occupational Injuries and Diseases Act, to an amount or amounts sufficient to satisfy any or all

claims for compensation which such persons or their dependants may make under the said Act or statutory amendments thereof

5 CONTRACT PERIOD

The contract will have a duration of Five (5) years

6 SPECIFICATIONS/SCOPE OF WORK

Bidders are requested to indicate below with x specific Park(s) they wish to tender for and each Park will be evaluated independently based on the bidders' capabilities and experience.

Gate Management service for both (WCNP and TMNP)	Indicate below with an "X"
West Coast National Park	
Table Mountain National Park	

7 WCNP SCOPE OF WORK

RESPONSIBILITY OF SANPARKS

SANParks manages the West Coast National Park. The WCNP has two entrance gates. A three-person management team has been appointed to manage all activities at these gates. This management team requires the services of a suitably qualified service provider to perform the daily admission management functions at the gate i.e. entries and exit of visitors and other persons/entities at these gates. The gate officials and Team Supervisor (as provided by the service provider) will report directly to the WCNP Gate Management Team. The WCNP Gate Management Team will liaise with the applicable Operations Manager on applicable matters. Furthermore SANParks will have the responsibility:

- To provide the tendering company with pertinent information that will assist in submitting the tender.
- To give the tendering company access to the different facilities, should they require to do site inspection.
- To provide gate management systems.
- To provide training to the Service Provider on gate management system.

The service provider is required to:

- Welcome all guests to the national park.
- Provide the operational expertise to implement admission/gate control at entrance gates in the West Coast National Park (WCNP)
- Perform general administration duties.
- Locking and unlocking gates, booms, offices, including lowering and raising flags daily.
- Operation of the computer interface.
- Operate and the informational signage i.e. daily entry and exit signage, picnic site and beach full signage, advisory and traffic flow signage etc.
- Operating of battery back-up system and connection points. Operate and manage entry and exit booms, air conditioners and public toilets.
- Processing of payment of the various gate entries (applicable conservation fees for day and overnight guests).
- Implement and control entry for visitors staying in accommodation units as per the applicable confirmation letter and park entry rules.
- Collect all associated, approved entrance and permit fees as required by SANParks SOP (conservation, Wild Membership, guest of the park etc...). (via tills, POS and gate signage).

- Implement and control permits issued by Park Management and certain other approved free or discounted entry permits/arrangements.
- Implement and control the access of landowners, SANDF officials, authorized contractors & service providers and other authorized personnel (researchers, etc...) at the entrance gates.
- Verify the credentials of all people entering the national park.
- Direct guests and visitors to the required destination/s in the national park.
- Provide detailed information to the guests/visitors about the national park.
- In the event of overnight guests arriving at the gate, provide the keys and other relevant information.
- Perform general housekeeping duties at the site.
- Verify the daily cash-up with the applicable manager and balance the applicable shift.
- The operating of all electronic support equipment i.e. credit card machines, tills, POS, etc...
- Perform any other related duties/tasks assigned by the applicable Manager (applicable *ad hoc* duties)

DELIVERABLES

SERVICES TO BE RENDERED AT:
SITE A : LANGEBAAN GATE

August & September and 15 December to 15 January (each year)

- One lane, no less than one team supervisor and three gate officials/admission officers on duty between opening and closing times.

LBN Gate: Remaining part of the year

- No less than one team supervisor and two gate officials/admission officers are on duty between opening and closing times.

GATE OPENING & CLOSING TIMES

- 01 April to 31 August (07h00 to 18h00)
- 01 September to 31 March (07h00 to 19h00)

SITE BR27 GATE/WEST COAST GATE

R27 Gate (August & September and 15 December to 15 January (each year)

- Three lanes – no less one team supervisor and six gate officials/admission officers on duty between opening and closing times.

R27 Gate (01 -14 December and 16-31 January each year)

Two lanes no less than one team supervisor four gate officials/admission officers on duty between opening and closing times

R27 Gate (remainder of the year)

One lane – no less than one team supervisor and two gate officials/admission officers on duty between opening and closing times.

GATE OPENING & CLOSING TIMES

- 01 April to 31 August (07h00 to 18h00)
- 01 September to 31 March (07h00 to 19h00)

OPERATIONAL AND FINANCIAL REQUIREMENTS

The service provider is required to:

- Conduct itself professionally. Each gate to be operated with the same duty and care irrespective of turnover.
- Interact in the most user-friendly manner possible towards the tourists and visitors to the Park.
- Operate the required hours per day, 365 days per annum and 366 days in leap years without interruption. The service provider is required to provide a seven day a week, 365 days (366 days in leap years) a year service during the times shown in aforementioned paragraphs and, hereunder, which times may change at the discretion of the WCNP Park Management.
- Deploy staff who in appearance and demeanour, continuously strive towards the highest expectations.
- Consistent implementation of Wild Card rules and applicable policies as provided by the park. .
- Consider the nature of the tourist industry and its unique demands.
- Provide additional season staff for lane control, cleaning or relief during peak periods, as and when required (refer to the number of staff required per gate per time period/season).
- Provide the highest standard of service to visitors and guests alike.
- Provide financial accountability of the highest standard to ensure compliance with all relevant Public Sector legislation.
- Provide HR skills development programme which provides information relating to training staff particularly in the areas of customer care and conflict resolution including the application of uniform and protective clothing.
- Provide for a HR Skills Development programme and ensure that applicable qualifications are submitted to Park Management annually in the form of a report.
- Account fully for revenue generated from entrance fees/conservation fees.
- Take full responsibility and accountability for all gate entries .
- Implement and maintain manual systems as required by SANParks at all sites as a 'back up' (when required).
- Submit timesheets and staff timetables with each monthly submission of applicable invoice/s.

The following Forms/Reports/ Reconciliations to be implemented and maintained:

- Handing Over applicable register/s, (keys, etc...)
- Seal Register,
- Key register,
- Free Daily Entry Register and documents filed monthly.
- Monthly Financial Audit Reports for identified sites and system downtime.
- Daily Income Report (Daily Cash Ups, Credit/Debit Card Receipts POS system).
- Slips/Receipts, Credit/Debit Card Slips/Receipts, Audit Rolls, etc...
- Any other register as identified by SANParks or the Service Provider.

- Conduct regular Audits independent from the Team Supervisor.
- End of day reports as per TPMS/SANStay access system.

STAFFING REQUIREMENTS

- Staff must have the relevant qualifications and experience to carry out the operational requirements of this contract as indicated in the evaluation criteria.
- The following staff are required for WCNP – 1 X Operations Manager, 1 X Team Supervisor, 9 X Admission Officers
- The required qualifications are as follows:
- Operation Manager – Grade 12, Diploma/Certificate in Customer Care/Hospitality Management, Management Certification, Advanced POS experience
- Team Supervisor – Grade 12, Diploma/Certificate in Customer Care/Hospitality Management, basic POS experience
- Admission Officers – Grade 12, Computer literacy
- CV's accompanied by copies of qualifications as outlined in the functionality evaluation sub criteria 2 to be provided to SANParks to evaluate tender.
- The successful service provider will be required to provide SAPS clearance certificates for all staff.
- Staff must be able to communicate (speak, read and write) fluently in English and be computer literate in at least the basic MS Office packages.
- The gate officials must additionally be able to understand and implement mathematical & financial computations and be computer literate in terms of database software packages.
- Ensure that staff are appropriately motivated with comprehensive performance measurement systems that can be tailored to meet specific requirements.
- All staff of the service provider must undergo induction and refresher programmes.
- The service provider will be liable for losses caused by its employees.
- Staff reporting for duty must be suitably attired in an appropriate uniform similar to that of SANParks (Khaki, Olive in colour) corporate uniform of the company and must wear identifiable name tags at all times.
- Staff must report no later than 06h45 at both entrance gates i.e. 15 minutes before the gate opening times and confirm with relevant SANParks managers when all staff are on site.
- Staff must remain at the gates until the shift/daily cash has been completed in the presence of the applicable supervisor and once the handover has been done. Given this the gate official must depart no earlier than the gate closing time (18h00 or 19h00 as applicable).
- Staff to comply with government legislation and Policies including SANParks rules and regulations.
- Staff to comply with own company code of conduct which should be aligned with SANParks' code of conduct.
- Service provider to ensure sufficient staff component to draw from to compensate for staff leave (annual, sick, compassionate, study, special) from any site to cover the site within a reasonable timeframe.

See paragraph above **RESPONSIBILITIES OF THE BIDDER

The service provider will be liable for all normal administrative and operating costs including inter alia:

- Staff wages, salaries and conditions, including ad hoc and seasonal staff all in accordance with national

legislation.

- Service Provider to provide relevant training to their staff.
- The acquisition and maintenance of staff clothing and uniform (see paragraph above).
- Staff must wear name tags.
- Must have adequate Public Liability Insurance.
- Take responsibility for admission management.
- Assist in establishing measures towards appropriate security of its staff while on duty.
- Responsible for the regular cleaning of the work areas and immediate surroundings. □
- Liaise and facilitate access and exit control with applicable WCNP Staff (emergency staff/standby staff) SAPS, emergency services, law enforcement, and service providers.
- Responsible for reporting the maintenance of all access control equipment related to the admission/gate control of visitors into the park as well as any equipment related to the administrative process that the service provider needs to undertake.
- Breakages and Damages as a result of neglect by the operator will be repaired at the contractor's/service provider's cost.
- Be aware of all events taking place within the relevant sections of the park.
- Cell Phone at each gate in event of Communications Failure.
- In case of strike and labour unrest the service provider is required to make the necessary provisions.
- Service provider to submit an all-inclusive operating manual within 30 days of the contract award date.
- Operating manual must be approved and signed by both parties.
- Operating manual to be available on-site at all times.
- Service provider(s) must familiarize themselves with the sites that need services in terms of geographical locations.

MEETINGS AND/OR REPORTING

- A responsible person(s) will be assigned to deal with the service provider per site. (PARK MANAGERS/ DELEGATED STAFF).
- All time sheets and forms must be submitted together with applicable invoice/s.

TABLE MOUNTAIN NATIONAL PARK

SCOPE OF WORK

The service provider is required to:

- Provide the management and operational expertise to manage the admission and gate control services in the Table Mountain National Park (TMNP) at Cape Point Gate and Boulders Gates (Main and Beach)
- Welcome all guests to the national park
- Processing and collection of all revenue at the gates through a card machine or approved prepayment method.
- Revenue collected as a cash payment is an exception. Cash collection requires the park manager approval., Cash when taken is to be reconciled and banked per shift per user on a daily basis at SANParks approved bank by the service provider within 24 hours of cash being taken at the gate/s
- Provide cash float on site of R1000 per lane and such float to be replenished by service provider at end of day if cash was taken
- Management all electronic support equipment i.e. credit card machines, POS, printers etc.
- Manage entry for visitors staying in accommodation units as per the confirmation letter, park entry and POS rules.

- Manage hikers and baggage for the Park Trails and co-ordination of information around support services, keys, baggage collection and parking for the trails.
- Collect all associated, approved entrance and permit fees as communicated by SANParks in writing, annually and ensure that the annual approved tariffs are implemented and collected in full at all sites
- Process and verify visitors' identification where SANParks rules require
- Control tourist bus entries, (where applicable) and physically count the number of paying passengers in a vehicle as required.
- Manage entry by all Wild Card, My Green Card and Activity permit holders and any other loyalty offering that is implemented by SANParks
- Manage entry for permits issued by Park Management
- Manage Entry for other approved zero rated and or discounted entry, service provider entry, concessionaire (and their staff/ suppliers) entry, tour guide and home owner entry
- Reconcile and balance all daily transactions at end of day
- Management of biometrics and security access systems
- Management of the CCTV system, including daily supervisor's checks, downloading and monitoring, as well as reporting of incidents and faults.
- Locking and unlocking of gates, booms, offices, shutters etc
- Management of turnstiles, booms, gates, and computer interface.
- Operate and manage dynamic informational signage i.e. Fire Index, funicular, tides, daily entry and exit signage, picnic site and beach full signage, advisory and traffic flow signage etc.
- Management of fire, siren and access systems (doors, key pads etc.) into the strong room area and kiosks
- Management of battery back-up system / invertors and connection points
- Operate, clean and manage public toilets as indicated below
- Direct guests and visitors to the required destination/s in the national park.
- Provide information and brochures to visitors about the national park.
- Perform all related duties to gate management not specifically listed but required for meeting bidder obligations in terms of gate management on site

DELIVERABLES — STAFFING REQUIREMENTS

Cape of Good Hope (COGH)

- Four lanes – no less than one supervisor and four admission officers on duty between opening and closing times;
- 01 Apr – 30 Sep: 07h00 – 17h00
- 01 Oct – 31 Mar: 06h00 – 18h00
- Season Staff supplement: 2 x additional admission officers for the period 1 December to 31 January annually
- Additional 2 staff for two week period in the month/s that easter occurs in
- Cleaner x 1
- Ad hoc admission officer per day (rate to be included in the bid)

Supplementary staff to be available on short notice (120 minutes) to replace staff who are sick or fall sick during the period of a shift.

Staff need to be on site until shift is cashed up and balanced. This requirement to be factored into staff hours

Boulders

- Three lanes – no less than one supervisor and three admission officers on duty between opening and closing times;
- 01 Dec – 31 Jan: 07h00 – 19h30
- 01 Feb – 31 Mar: 08h00 – 18h30
- 01 Apr – 31 Sep: 08h00 – 17h00
- 01 Oct – 31 Nov: 08h00 – 18h30
- Season Staff supplement: 2 x additional admission officers for the period 1 December to 31 January annually
- Additional 2 staff for two week period in the month/s that easter occurs in
- Ad hoc admission officer per day (rate to be included in the bid)

- Supplementary staff to be available on short notice (120 minutes) to replace staff who are sick or fall sick during the period of a shift.
- Staff need to be on site until shift is cashed up and balanced. This requirement to be factored into staff hours

1 x Auditor for TMNP gates to reconcile , address and resolve all short falls on End of Day for Cape Point and Boulders as well as ensure invoicing monthly is accurate and base don the contract

1 x Operations manager for TMNP and Boulders : to be present at both sites twice a week

OPERATIONAL AND FINANCIAL REQUIREMENTS

The service provider is required to:

- Conduct itself professionally at all times. Each gate to be managed and operated with the same duty and care irrespective of turnover.
- Provide the best possible financial service to SANParks.
- Interact with all visitors reflecting the customer service standards of SANParks
- Operate the required hours per day, 365 days per annum and 366 days in leap years without interruption. The service provider is required to provide a seven days a week, 365 days (366 days in leap years) a year service during the times shown herein, which times may change at the discretion of the Park Management.
- Deploy staff in service provider uniform at all times who in appearance and demeanour, continuously strives towards the highest expectations.
- Service provider uniform to be ranger green in colour and reflect the corporate logo of the service provider along with a name badge reflecting the service provider staff name, surname and designation
- Consistent implementation of all access rules provided by the park
- Participate in implementing a management control system for performance measurements, business development and the enhancement of the SANParks brand.
- Provide the highest standard of service to visitors and principal alike.
- Provide financial accountability of the highest standard to ensure compliance with SANParks processes and relevant legislation.
- Provide HR skills development programme that lays out how it deals with training staff particularly in the areas of customer care and conflict resolution including layout of uniform and protective clothing. HR Skills Development programme is to be submitted to Park Management annually in the form of a report. Stating training carried out and training to be implemented
- Account fully for revenue generated from entrance fees.
- Take full responsibility for all errors relating to gate entries and End of Day shortages
- Carry out the park approved End of day procedure as per the system requirements.
- Develop, implement and maintain manual systems as required by SANParks at all sites for back up.
- Submit timesheets with invoices within 7 days of the end of the month
- Have an office or branch office in Cape Town

The following Forms/Reports/Reconciliations to be implemented and maintained:

- End of Day Cash Ups,
- Resort Cash up
- Seal Register,
- Key register,
- Cash Deposit / Cash Collection Register,
- Float Register
- Receipt Book Register
- Monthly Financial Audit Reports for identified sites and system downtime.
- Weekly Income Report (Daily Cash Ups, Deposit Slips, Credit Card Slips, Audit Rolls, Prepaid tickets. SANstay reports
- Any other register or report as identified by SANParks or Service Provider.
- Conduct bi monthly Audits independent from the Supervisors.
- Training Report

- Time Sheet report
- Uniform allocation report annual
- Stock register Monthly

STAFFING REQUIREMENTS

Table Mountain National Park

- Staff must have relevant qualifications and experience to carry out the operational requirements of this contract as indicated in the evaluation criteria.
Staff Qualifications:
- Admission Officer: Grade 12, Computer Literate in Microsoft packages, Point of Sale (POS) proficiency advantageous
- Supervisor: Grade 12, Computer literate in Microsoft packages, POS experience of 2 years, certificate in supervision management
- Auditor: A B.Com or equivalent degree majoring in Accounting, Finance, or Auditing. Three years auditing experience with a background in the financial sector in reconciling revenue/income.
- Operations Manager: B degree in finance or administration with 3 years' experience
- CV's accompanied by copies of qualifications as outlined to be provided to SANParks to evaluate tender.
- The successful service provider will be required to provide SAPS clearance certificates for all staff
- Staff must be able to communicate (speak, read and write) fluently in English and be computer literate in at least the basic MS Office packages.
- Ensure that staff are appropriately motivated with comprehensive performance measurement systems that can be tailored to meet specific requirements.
- All staff of the service provider must undergo induction and refresher programmes.
- All staff of the service provider must be legally authorised to work in South Africa
- The service provider will be liable for losses financial, physical and reputational caused by its employees.
- Staff reporting for duty must be suitably attired in the corporate uniform of the company and must be identifiable at all times with a name badge
- Staff must report 15 minutes before the gate opening times and confirm with relevant SANParks managers when all staff are on site. No staff member to depart before gate closing time and they may only do so after the EOD reports have been closed and balance
- Staff to comply with government legislation and Policies including SANParks rules and regulations.
- Staff to comply with own company code of conduct which should be aligned with SANParks' code of conduct.
- Service provider to ensure sufficient staff component to draw from to compensate for staff leave (annual, sick, compassionate, study, special) from any site to cover the site within a reasonable timeframe.
- Given this the gate official must depart no earlier than the gate closing time
- Staff to comply with government legislation and Policies including SANParks rules and regulations.
- Staff to comply with own company code of conduct which should be aligned with SANParks' code of conduct.
- Service provider to ensure sufficient staff component to draw from to compensate for staff leave (annual, sick, compassionate, study, special) from any site to cover the site within a reasonable timeframe.

RESPONSIBILITIES OF SANPARKS

TMNP

- To provide the tendering company with pertinent information that will assist in submitting the tender.
- To give the tendering company access to the different facilities, should they require to do site inspection.
- To provide gate management systems.
- To provide induction and training to the Service Provider on gate management system.

RESPONSIBILITIES OF THE BIDDER

The service provider will be liable for all normal administrative and operating costs including inter alia:

- Staff wages, salaries and conditions, including ad hoc and seasonal staff all in accordance with national legislation;

- Transport of staff to and from the workplace
- Transport to any training provided by SANParks in Cape Town on the gate management system or skills training to carry out gate management services
- The acquisition and maintenance of staff clothing and uniform; Proof of annual uniform issue to be supplied to SANParks as signed for by the requisite employee
- Supplier will be responsible to supply and maintain administrative equipment.
- Train staff annually in customer service and conflict management
- The service provider will provide per site
 - 1 x Laptop/Computer,
 - 1 x Photocopier/printer per site (to include provision of copier paper for service provider photocopier/printer),
 - Photocopier/printer costs to be paid by service provider for service provider photocopier/printer,
 - Cell phone per site for service provider use,
 - Data for the phone,
 - 3G or service provider route per laptop/computer per site,
 - Stationery and consumables per site.
 - Consumables: including cleaning materials, chemicals, products and equipment, toilet paper and hand soap, paper towels, staplers and staples, pens, printer paper and sanitizer and PPE if required for operating gate access.
 - Kettle, microwave, toaster with crockery and cutlery for staff meals on site
 - SANParks Wi-Fi not available for service provider use
- Monthly consumable inventory sheets to be supplied at month end to SANParks
- Must have adequate Public Liability Insurance.
- Must have adequate Insurance for unbanked cash.
- Take full responsibility for admission management.
- Assist in establishing measures towards appropriate security of its staff while on duty.
- Responsible for the regular cleaning of the work areas and immediate surroundings.

Cape Point Gate

- Clean the ablutions and provide consumables required e.g. cleaning materials and includes toilet paper, hand soap, hand towels and sanitizers at all rest rooms located in the premises for both visitors and staff at Cape Point Gate
- Cleaning of all visitors and staff toilets on site at Cape Point gate
 - Cleaning of all lane kiosks, offices, kitchens and windows at all sites
 - Provision of all cleaning products to carry out such cleaning requirements
 - Cleaning/removing of litter of the road edge and pavement for 50 meters around the gate kiosks per site
 - Alerting SANParks to any maintenance requirement as soon as the issue becomes evident

Boulders Main Gate and Beach Gate

- Cleaning of all lane kiosks on site
- Provision of all cleaning products to carry out such cleaning requirements

- Applicable to both sites : Cape Point and Boulders
- Alerting SANParks to any maintenance requirement
- Liaise and facilitate access and exit control with emergency services, law enforcement, park residents and service providers.
- Responsible for reporting and logging faults with FNB on card machines
- Responsible for contacting Software service provider to gain assistance on faults
- Responsible for logging calls with SANParks helpdesk on System issues
- Responsible to follow up on all calls logged daily and to follow up each day until the matter is resolved
- Responsible to notify SANParks of a call logged and provide details of the fault or issue and reference number
- Breakages and Damages as a result of neglect by the bidder's staff will be repaired at the service provider's cost.

- Be aware of all events taking place within the relevant sections of the park and access requirements and approvals linked to such event
- Provision of Float to the sites.
- Cell Phone at each gate in event of Communications Failure.
- Exercise responsible banking practice at identified sites.
- In case of strike and labour unrest the service provider is required to make the necessary provisions to continue to supply services as per the contract to allow gate operations to continue
- Service provider to submit an all-inclusive operating manual within 30 days of the contract award date.
- Operating manual must be approved and signed by both parties.
- Operating manual to be available on-site at all times.
- Service provider to sign an SLA with agreed financial consequences for non compliance.
- Service provider(s) must familiarise themselves with the sites that need services in terms of geographical locations as both sites not serviced by public transpo

MEETINGS AND/OR REPORTING

TMNP

- A responsible person(s) will be assigned to engage and meet with the Operation Manager of the service provider. (PARK MANAGER or DELEGATED STAFF).
- Service provider to appoint responsible person to engage and meet with SANParks on all contract related matters
- Quarterly meetings (and/or as and when required) to be held between service provider and SANParks to address operational issues

AGREEMENT

TMNP

- Successful tenderers will be expected to enter into an Agreement with SANParks. The contract will include a Service Level Agreement. Where a tender is submitted which incorporates the tenderer's standard conditions of tender/sale, such conditions shall be deemed to have been renounced by the tenderer.
- On award of contract the service provider in consultation with SANParks must develop a site specific Standard Operating Procedure on responsibility and staff behavior within 30 days. SOP to be signed by both parties involved.
- The successful tenderer must have an office in Cape Town upon award of the tender.

LIABILITY FOR LOSS OR DAMAGE

TMNP

- SANParks shall in no way be liable for any loss or damage which may be sustained by the successful tenderer, his employees or any person through the handling or use of the tenderer's equipment, nor shall SANParks be liable for accidents to the tenderer's personnel or any person or property, so engaged, on SANParks' property.
- The tenderer shall be responsible for repairs to SANParks' property caused by the tenderer's employees during the contract period.

EVALUATION CRITERIA

The bid shall be evaluated in three phases. The details of the evaluation phases are outlined below:

8.1 Phase 2: Functionality Evaluation Criteria

- Bidders are required to demonstrate their ability to undertake the required services and provide proof of expertise and resources to provide the required services.
- Bidders are required to score a minimum of **65** points out of a possible **100** to proceed to the second stage/phase of evaluation
- Bid offers that fail to score the required number of points (**65**) per the functional requirements will be eliminated.
- The onus rests with the bidder to supply sufficient information to allow for the proper scoring, evaluation and award of points.
- Functionality points shall be awarded per the following provisions

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology	
1	Bidder's Experience in Admission Gate Management/Gate Access and Financial Control Services (collection, reconciliation and banking of entrance fees). Please find Annexure A on page 46 to be completed submitted and reference letters	Reference Letters /Fully completed and signed Annexure A Three (3) Contactable reference letters within the past six (6) years preferably from Public Sector for Admission Gate Management/Gate Access and Financial Control Services (collection, reconciliation and banking of entrance fees). The reference letters should be: <ul style="list-style-type: none"> • In the client's letterhead • Indicate the description of the service rendered, • Indicate the value of the contract, • Indicate the actual dates of the contract – start and end date. • Reference letters should be dated and signed. Indicate the actual start and end date of the contract.	35	35 Points =	8 years' experience
				20 Points =	7-6 years' experience
				15 Points =	5-4years experience
				10 Points =	3-2 years' experience
				5 Points	1 years' experience

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
2	Human resources TMNP 6xSupervisor 1xAuditor 1xOperations Manager	Curriculum Vitae and Qualification to be supplied Supervisor: Grade 12, Computer literate in Microsoft packages, POS experience of 2 years, certificate in supervisory management 1 x Auditor: A B.Com or equivalent degree majoring in Accounting, Finance, or Auditing. Three years auditing experience with a background in reconciling revenue and income 1 x Ops Manager: B degree in finance or administration with 3 years' experience	45	2.1 TMNP HUMAN RESOURCES 2.1.1 Supervisor Grade 12, Computer literate in Microsoft packages, POS experience of 2 years, certificate in supervisory management = 15 points 2.1.2 Supervisor with no grade 12, computer literate in Microsoft packages , post experience of 2 years certificate in supervisory management = 0 points
				2.1.3 BCom or equivalent degree majoring in Accounting, Finance, or Auditing. Three years' auditing experience with a background in reconciling revenue and income - 15 points 2.1.4 Auditor: B.Com or equivalent degree majoring in Accounting, Finance, or Auditing. Two years auditing experience with a background in reconciling revenue and income – 10 points 2.1.5 Auditor : B.Com or equivalent degree majoring in Accounting, Finance, or Auditing. One years auditing experience with a background in reconciling revenue

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
				<p>and income – 5 point</p> <p>2.1.6 Ops manager with B degree in finance or administration with 3 years' experience = 15 points</p> <p>2.1.7 Ops manager with B degree in finance or Administration with 2 years' experience = 10 points</p> <p>2.1.8 Ops manager – B degree in finance or Administration with 1 year experience = 5 point</p>
	<p>human resource WCNP</p> <p>1 X Operations Manager</p> <p>1 X Team Supervisor</p> <p>9 X Admission Officers</p>	<p>Curriculum Vitae and Qualification to be supplied</p> <p>Operations Manager – Grade 12, Diploma/Certificate in Customer Care/Hospitality Services, Management Qualification or similar, Advanced POS operating experience and CV</p>		<p>2.2 WCNP Humans Resources</p> <p>2.2.1 Operations Manager – Grade 12, Diploma/Certificate in Customer Care/Hospitality Services, Management Qualification or similar, Advanced POS operating experience</p> <p>10 years' experience – 15 points</p> <p>5-9 years' experience – 10 points</p> <p>Less than 5 years' experience – 5 points</p>

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
		Team Supervisor – Grade 12, Diploma/Certificate in Customer Care Services, Basic POS operating experience and CV		<p>2.2.2 Team Supervisor – Grade 12, Diploma/Certificate in Customer Care Services, Basic POS operating experience</p> <p>5-year of experience – 15 points</p> <p>3–4-year of experience – 10 points</p> <p>1-2 years' of experience - 5 point</p>
		Admission Officer - Grade 12, basic computer literacy/skills and experience as admission officer		<p>2.2.3 Admission Officer - Grade 12, basic computer literacy/skills.</p> <p>5 years of experience -15 points</p> <p>3-4 years of experience - 10 points</p> <p>1-2 years of experience – 5 points</p>
3	Capacity and capability of the bidder : TMNP AND WCNP	<ul style="list-style-type: none"> Contingency Strategy – Indicate a contingency strategy that will be applied in case of Non arrival of staff / Public Strike / Own Strike / Vehicle Breakdown / Festive Season Disruptions Proof of business address – municipal account or lease: TMNP : Municipality of Cape Town Asset Register confirmed or signed by the financial manager. Vehicle Registration certificates or Vehicle lease documents. 	20	<p>3.1 TMNP Capacity and Capability</p> <ul style="list-style-type: none"> Contingency plan : submitted 5 points. No plan = 0 points Proof of address for the municipality of Cape Town = 5 points : no proof of address submitted or not in Cape Town = 0/ points Asset register : submitted and is signed off by financial manager = 5 points- no asset register or unsigned = 0 points Vehicle registration or Vehicle lease : submitted vehicle registration =5 points – not submitted = 0 points

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
		<ul style="list-style-type: none"> Contingency Strategy – Indicate a contingency strategy that will be applied in case of Non arrival of staff / Public Strike / Own Strike / Vehicle Breakdown / Festive Season Disruptions Proof of business address – municipal account or lease: WCNP : Saldanha Bay Municipality (SBM) Asset Register confirmed or signed by the financial manager. Vehicle Registration certificates or Vehicle lease documents. 		3.2 WCNP Capability and Capacity <ul style="list-style-type: none"> Contingency plan : submitted 5 points. No plan = 0 points Proof of address for the municipality of Saldanha Bay = 5 points : no proof of address submitted or not in Saldanha Bay = 0/ points Asset register : submitted and is signed off by financial manager = 5 points- no asset register or unsigned = 0 points Vehicle registration or Vehicle lease : submitted vehicle registration =5 points – not submitted = 0 points
			100	
Minimum qualifying score required			65	

8.2 Phase 3: Price Evaluation Criteria

Applicable Point System

- 1) 90/10 preference point system will be applicable for this bid as the acquisition of goods and services is estimated to be above the Rand value of R50 million.

Price and Preference

- 1) Price will be evaluated using the 90/10 preference point system located as follows:

Criteria	Points
Price	80
Specific Goals: Enterprises with B-BBEE Procurement Recognition	20
Total points for Price and Specific Goals	100

- 2) A maximum of 90 points is allocated for price using the following formular:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

P_s = Points scored for price of the bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

- 3) A maximum of 10 points is allocated for preference. Scoring preferences Points will be awarded to a bidder for attaining the B-BBEE Procurement Recognition status level in accordance with the below Specific Goals Preference Points table.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20system) To be completed by the organ of state)	Number of points Claimed (80/20system) To be completed by the organ of state)
Enterprises with B-BBEE Procurement Recognition Level 1 20	20	
Enterprises with B-BBEE Procurement Recognition Level 2 18		
Enterprises with B-BBEE Procurement Recognition Level 3 16		
Enterprises with B-BBEE Procurement Recognition Level 4 15		
Enterprises with B-BBEE Procurement Recognition Level 5 and above 0		
Total Points claimed	20	

9.1 TMNP PRICE SCHEDULE:

- The bidder must determine and specify the service/ transaction fee of each line item under a single contract for the entire period. When pricing the service/ transaction fees, the bidder must consider the estimated travel volumes provided in the table above
- . Only CPI changes /increment will be considered for this bid

<u>NO</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u> <u>(per person)</u>	<u>TOTAL PRICE</u>
1	9	Admission officers	Monthly rate		
2	1	Site team supervisor	Monthly rate		
3	1	Operations Manager	Monthly rate		
4		Additional/ seasonal staff	Daily rate		
5		Ad Hoc Staff member per day	Daily rate		
6		Operating Cost: Normal Admin plus Operating Cost Budget. See cost responsibilities of bidder.	Monthly rate		
Total					
Vat					
Grand Total					

9.2 TMNP PRICE SCHEDULE:

- The bidder must determine and specify the service/ transaction fee of each line item under a single contract for the entire period. When pricing the service/ transaction fees, the bidder must consider the estimated travel volumes provided in the table above
- . Only CPI changes /increment will be considered for this bid

<u>N O</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u> (per person)	<u>TOTAL PRICE</u>
1	1	Auditor	Monthly rate		
2	6	Site team supervisor	Monthly rate		
3	1	Operations Manager	Monthly rate		
4		Additional/ seasonal staff	Daily rate		
5		Ad Hoc Staff member per day	Daily rate		
6		Operating Cost: Normal Admin plus Operating Cost Budget. See cost responsibilities of bidder.	Monthly rate		
Total					
Vat					
Grand Total					



SOUTH AFRICAN NATIONAL PARKS

BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State Institution

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

2.2.1 If so, furnish particulars: _____

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

2.3.1 If so, furnish particulars _____

3. DECLARATION

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

I, the undersigned (Name) _____

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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 the Bidder

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022		SBD 6.1
<p>This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.</p> <p>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.</p>		
1. GENERAL CONDITIONS		
1.1	The following preference point systems are applicable to invitations to tender:	
1.1.1	the 80/20 system for requirements with a Rand value of up to R50,000,000.00 (all applicable taxes included); and	
1.1.2	the 90/10 system for requirements with a Rand value above R50,000,000.00 (all applicable taxes included).	
1.2	To be completed by the organ of state	
a)	The applicable preference point system for this tender is the 80/20 preference point system.	
1.3	Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:	
	(a)	Price; and
	(b)	Specific Goals
1.4	To be completed by the organ of state:	
	The maximum points for this tender are allocated as follows:	
		POINTS
	PRICE	80
	SPECIFIC GOALS	20
	Total points for Price and Specific Goals	100
1.5	Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.	
1.6	The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.	
2. DEFINITIONS		
(a)	“tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;	
(b)	“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;	
(c)	rand value means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;	
(d)	“tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and	
(e)	“the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).	

3.		FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES	
3.1		POINTS AWARDED FOR PRICE	
3.1.1		THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS	
A maximum of 80 or 90 points is allocated for price on the following basis:			
80/20		Or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$		Or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
Where:			
P _s =		Points scored for price of bid under consideration	
P _t =		Price of bid under consideration	
P _{min} =		Price of lowest acceptable bid	
3.2		FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT	
		THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS	
A maximum of 80 or 90 points is allocated for price on the following basis:			
80/20		Or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$		Or	$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$
Where:			
P _s =		Points scored for price of bid under consideration	
P _t =		Price of bid under consideration	
P _{max} =		Price of highest acceptable bid	
4.		POINTS AWARDED FOR SPECIFIC GOALS	
4.1		In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:	
4.2		In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—	
		a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or	
		b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,	
		then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.	

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) To be completed by the organ of state)	Number of points claimed (80/20system)
Enterprises with B-BBEE Procurement Recognition Level 1	20	20	
Enterprises with B-BBEE Procurement Recognition Level 2	18		
Enterprises with B-BBEE Procurement Recognition Level 3	16		
Enterprises with B-BBEE Procurement Recognition Level 4	15		
Enterprises with B-BBEE Procurement Recognition Level 5 and above	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3	Name of Company / Firm:	<input type="text"/>
4.4	Company Registration Number:	<input type="text"/>
4.5	Type of Company / Firm (Tick applicable box)	
	Partnership / Joint Venture / Consortium ☐	Personal Liability Company ☐
	One-person business / sole propriety ☐	(Pty) Limited ☐
	Close corporation ☐	Non-Profit Company ☐
	Public Company ☐	State Owned Company ☐
4.6	<p>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:</p> <p>(i) The information furnished is true and correct;</p> <p>(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.</p> <p>(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;</p> <p>(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 :-</p> <p>(a) disqualify the person from the tendering process;</p> <p>(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</p> <p>(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;</p> <p>(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 <i>audi alteram partem</i> (hear the other side) rule has been applied; and</p>	

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

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

GENERAL CONDITIONS OF CONTRACT

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

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

GCC1	1. Definitions - The following terms shall be interpreted as indicated:
	<p>1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. "Countervailing duties" imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. "Day" means calendar day.</p> <p>1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. "GCC" mean the General Conditions of Contract.</p> <p>1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be</p>

	<p>manufactured.</p> <p>1.17. “Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. “Manufacture” 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. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site”, where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	<p>2. Application</p>
	<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	<p>3. General</p>
	<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 www.treasury.gov.za</p>
GCC4	<p>4. Standards</p>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<p>5. Use of contract documents and information</p>
	<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	6. Patent rights
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	7. Performance security
	<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>
GCC8	8. Inspections, tests and analyses
	<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>
GCC9	9. Packing
	9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case

	<p>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	<p>10. Delivery and Documentation</p>
	<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	<p>11. Insurance</p>
	<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	<p>12. Transportation</p>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	<p>13. Incidental services</p>
	<p>13.2. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.2.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.2.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.2.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.2.4. 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>13.2.5. 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>13.3. 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>
GCC14	<p>14. Spare parts</p>
	<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>
GCC15	<p>15. Warranty</p>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most</p>

	<p>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>
GCC16	<p>16. Payment</p>
	<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	<p>17. Prices</p>
	<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	<p>18. Contract amendment</p>
	<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	<p>19. Assignment</p>
	<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	<p>20. Subcontract</p>
	<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	<p>21. Delays in supplier's performance</p>
	<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</p>

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

	<p>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>
GCC24	<p>24. Anti-dumping and countervailing duties and rights</p>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<p>25. Force Majeure</p>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	<p>26. Termination for insolvency</p>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	<p>27. Settlement of disputes</p>
	<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>
GCC28	28. Limitation of liability
	<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	29. Governing language
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
GCC30	30. Applicable law
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	31. Notices
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
GCC32	32. Taxes and duties
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>
GCC33	33. National Industrial Participation Programme

	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	34. Prohibition of restrictive practices
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>