



**Invitation to Bid**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF VEHICLES ON A FULL MAINTENANCE LEASE (FML); FLEET SUPPORT SERVICES FOR FML AND MANAGED-MAINTENANCE (MM) OF EXISTING FLEET FOR A PERIOD OF FIVE (05) YEARS.**

Bid Number	GNP-067-23
Advert Date	13 December 2023
Issuer	South African National Parks
<b>Extended</b> Closing date and time	Date: 05 April 2024 Time: 11h00

Service Providers 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 generally open 24 hours a day, 7 days a week at the below delivery address.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS</b>				
<b>BID NUMBER:</b>	GNP-067-23	<b>CLOSING DATE:</b>	<b>05 April 2024</b>	<b>CLOSING TIME:</b> 11:00am
<b>DESCRIPTION</b>	Appointment of a service provider for the provision of vehicles on a Full Maintenance Lease (FML); Fleet Support Services for FML and Managed-maintenance of existing fleet, for a period of five (05) years.			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>				
643 LEYDS STREET, MUCKLENEUK, PRETORIA, 0001 <b>(MAIN GATE: TENDER BOX)</b>				
<b>NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above. No Bids from any Service Provider with offices within the RSA shall be accepted if sent via the Internet or e-mail.</b>				
There shall be <b>no public opening</b> of the Bids received.				
<b>No late submissions will be accepted.</b>				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>				
<b>CONTACT PERSON</b>	Quinton Chetty			
<b>TELEPHONE NUMBER</b>	012 426 5247			
<b>E-MAIL ADDRESS</b>	Quinton.Chetty@sanparks.org			
<b>SUPPLIER INFORMATION</b>				
<b>NAME OF SERVICE PROVIDER</b>				
<b>POSTAL ADDRESS</b>				
<b>STREET ADDRESS</b>				
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>CELLPHONE NUMBER</b>				
<b>E-MAIL ADDRESS</b>				

VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>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 (SANPARKS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b></p>			

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL SERVICE PROVIDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR AN SLA.</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.3 SERVICE PROVIDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.4 SERVICE PROVIDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SANPARKS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SANPARKS WEBSITE WWW.SANPARKS.GOV.ZA.</p> <p>2.6 SERVICE PROVIDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.8 WHERE NO TCS IS AVAILABLE BUT THE SERVICE PROVIDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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.”</p>

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

SIGNATURE OF SERVICE PROVIDER :

.....

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

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

DATE : .....

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

<b>Compulsory Briefing Session</b>	Date: 26 January 2024 Time: 10:00am Held via MS Teams Contact Person: Quinton Chetty Link: <a href="#">Click here to join the meeting</a>	
<b>Bid Validity</b>	<b>Validity Period From Date Of Closure:</b>	<b>150 Days</b>
	The tender proposal must remain valid for at least 150 days after the tender closing date. All prices indicated in the proposal and other recurrent costs must remain valid for the period of one hundred and fifty (150) days after the closing date.	

**CORRESPONDENCE**

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

**Any queries regarding the bidding procedure may be directed to:**

- Department:** Supply Chain Management
- Contact Person:** Mr. Quinton Chetty
- Tel:** 012 426 5247
- E-mail address:** [Quinton.Chetty@sanparks.org](mailto:Quinton.Chetty@sanparks.org)

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

<p>The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements, whereby a Service Provider may be disqualified if they do not fully comply, which include the following:</p>	
<p>1. Invitation to Bid (SBD 1) must be fully completed and signed.</p>	
<p>2. Submission of fully completed Pricing Schedule (SBD 3.1)</p>	
<p>3. Submission of fully completed SBD 4 (Service Provider's disclosure).</p>	
<p>4. Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit. (DTIC/CIPC)</p>	
<p>5. Submission of fully completed signed and initialled GCC (General Conditions of Contract).</p>	

## 1. DESCRIPTION OF THE BID

Appointment of a service provider for the provision of non-specialised vehicles on a Full Maintenance Lease (FML); Fleet Support Services for FML and Managed-maintenance of existing fleet, for a period of five (05) 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; 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 management of SANParks are divided into six (6) regions:

Region	Regional 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, Grassland
North	Pretoria, Head Office	Golden Gate, Marakele, Mapungubwe,
Kruger National Park	Skukuza	35 Various Camps
Administrative		Groenkloof (Head Office), Kimberley

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

### **3. OBJECTIVES OF OUTSOURCING THE FLEET OPERATIONS**

SANParks' specific objectives in outsourcing its Fleet Operations are to ensure that:-

- The official vehicle fleet operation needs of all User Groups are understood and met.
- The cost of providing the vehicle fleet operation needs of User Groups is minimised.
- An efficient and reasonably priced emergency roadside assistance service is made available to KNP visitors.
- SANParks is divested of the risks and responsibilities relating to owning and maintaining the vehicle fleets.
- SANParks' user Groups receive fleet services from fleet experts that will introduce efficiency savings and identify and exploit economies of scale for the benefit of User Groups.
- SANParks and/or User Groups are relieved of capital expenditure requirements for future investment in Fleet Operations.

### **4. BACKGROUND OF FLEET OPERATIONS**

SANParks currently has a fleet size of approximately one thousand (1000) vehicles that it manages.

**These vehicles include, but are not limited to, the following:**

- Caravans
- Heavy Commercial Vehicles (HCV)
- Light Commercial Vehicles (LCV)
- Motorbikes
- Open Safari Vehicles (Game Viewing)
- Polaris
- Sedans
- Special Vehicles (Golf Carts)
- Specialized trailers (Game Capture)
- Tractors

## **5. FLEET OPERATIONS IN KNP**

The Technical Division of Kruger National Park currently manages 428 fleet. (See Annexure 1) for the detailed list of vehicles.

- Kruger National Park currently has three vehicle service/repair workshops. (See Annexure 2).
- The Skukuza facility is a stand-alone service/repair workshop and the facilities at Letaba and Shingwedzi are combined with the Emergency Roadside Assistance workshops.

## **6. FLEET OPERATIONS IN THE PARKS DIVISION**

Parks division has Approximately 378 vehicles (Annexure 3)

- There are no workshops within the Parks division and servicing and repair take place at selected mechanical repair at the nearest town to the individual National Parks.

## **7. FLEET OPTIONS**

SANParks envisages utilising different vehicle options to meet their fleet requirements, which include the following:

- Full Maintenance Lease, where the service provider provides a vehicle at a monthly rental that is fully inclusive of all costs.
- Sale and Leaseback for selected vehicles, where the service provider will be required to purchase the vehicles from SANParks or its current financier, and lease back the vehicle to SANParks.
- Managed-Maintenance, where the service provider will manage all categories of vehicles that are owned by SANParks.

## **8. SPECIAL CONDITIONS**

- 8.1.** All new Vehicles leased by the Service Provider to SANParks in terms of this Agreement shall be provided within a period of 3 months from receipt of order.
- 8.2.** Where the Service Provider does not deliver a new vehicle to SANParks within the 3-month period an Ad hoc rental vehicle of equivalent make, and model shall be made available to SANParks at a pro-rata cost of the monthly FML rental reduced by 50% (Annexure 4 - Penalties)
- 8.3.** The Service Provider will deliver new vehicles to the designated collection points within each National Park as defined in Annexure 5 – Deliver points within each national park, at no cost to SANParks. Collection of the vehicle will be made by the SANPark's FM or designee advised to the Supplier in writing by the User Group's FM, and such person shall present his ID document or valid driver's license prior to delivery of the vehicle being made to him
- 8.4.** The Service Provider will deliver new vehicles to SANParks fully licensed and ready to drive, and vehicle insurance is in place.
- 8.5.** The Service Provider shall ensure that all vehicles are, at all times, in a roadworthy condition.
- 8.6.** The Service Provider shall ensure that all vehicles leased through FML and ad-hoc; and managed vehicles, shall be registered and licensed with the local authorities according to Legislation. The Service Provider shall be responsible for the administration thereof including the physical affixing of the license discs to the vehicles. The process for obtaining certificates or roadworthiness/fitness shall be the same as the process for maintenance or repairs of vehicles.
- 8.7.** The Service Provider shall ensure that the services provided within the Contract Period to SANParks are in line with the changing vehicle fleet operation industry norms and standards and shall include but not be limited to design, development, testing and liaison with all relevant stakeholders in the market. In addition, the nature, scope and level of Services provided shall be on a par with or better than outsourced fleet operations services provided by other Service Providers within the RSA.
- 8.8.** Service Provider must have the ability to provide Roadside Assistance Nationally. (Please complete Annexure A1: List of National Roadside Assistance Contractors)

- 8.9.** The Service Provider will be required to provide Electric Vehicles in future, as SANParks transitions and explores the use of Electric Vehicles (EV), as part of its green energy initiatives.
- 8.10.** The successful Service Provider will be required to enter into a Service Level Agreement (SLA) with SANParks which will address the entire scope of work.
- 8.11.** The successful Service Provider will be charged for the rental of SANParks' premises for workshops and staff accommodation as per Annexure 11.

## **9. CONDITIONS AND INSTRUCTION TO THE SERVICE PROVIDER**

- 9.1.** The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- 9.2.** Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
- 9.3.** Service Providers 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.
- 9.4.** Counter Conditions: SANParks draws Service Providers' attention that amendments to any of the Bid Conditions or setting of counter conditions by Service Providers will result in the invalidation of such bids.
- 9.5.** Response preparation costs: SANParks is NOT liable for any costs incurred by a Service Provider in the process of responding to this Bid Invitation, including on-site presentations.
- 9.6.** 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.
- 9.7.** Collusion, Fraud and corruption: Any effort by Service Provider/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the Service Provider concerned.
- 9.8.** Fronting: SANParks, in ensuring that Service Providers 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 Service Provider 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 Service Provider 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 Service Provider concerned.

**NB: SERVICE PROVIDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**

**10. INTENTION TO SELL**

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

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

**11. DISCLAIMERS**

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

**Important Notice:** *Service Providers 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 Service Provider for monetary gratuity in exchange for information or manipulating outcome of bids.*

**12. BID DOCUMENTS**

Number of <b>ORIGINAL</b> bid documents for contract signing	<b>TWO</b>
<b>Electronic Copy</b> of the original document in PDF (flash drive)	<b>ONE</b>
<p>Bid documents must contain <b>two original documents, initialled on each page</b> thereof and <b>signed where required</b> (<u><b>two separate envelopes: one for Pricing and the other for Technical document</b></u>).</p> <p>A <b>digital version on USB/Memory stick</b> 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>	

**13. CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE**

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

**14. 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.

## **15. THE BIDDING SELECTION PROCESS**

### **15.1.Evaluation phases**

The process will be evaluated in three phases:

- Phase 1 - Mandatory evaluation.
- Phase 2 - Technical evaluation
- Phase 3 - Price and preference evaluation.

Service Providers will be required to meet the criteria set in each phase to progress in the evaluation process.



## 15.2. Phase 1: Mandatory evaluation criteria/ Eligibility criteria

The Service Provider must indicate its compliance/non-compliance to the requirements and should substantiate its response with supporting evidence. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

Failure to comply with Mandatory Requirements will lead to the Service Provider being disqualified, and not considered for further evaluation.

Description of requirement	Indicate COMPLY/NOT COMPLY	Comment or reference to proposal
<b>Operational requirement</b>		
<b>1. Full Maintenance Lease (FML) and Managed Maintenance (MM)</b>		
1.1. At least two (2) successfully completed full maintenance lease fleet projects (FML) Or 1.2. A minimum of Five hundred (500) fleet managed. Or 1.3. Full maintenance lease fleet projects undertaken with a combined value of at least R50 million. <b>and</b> 1.4. At least two (2) successfully completed Managed maintenance fleet projects (MM)		
<b>2. Roadside assistance</b>		
2.1. Service Provider must have a 24-hour dedicated call-center providing assistance on the following: <ul style="list-style-type: none"> <li>• emergencies and accidents</li> <li>• breakdowns,</li> <li>• roadside assistance and insurance</li> <li>• Routine Service and maintenance</li> <li>• General queries</li> </ul> Service Provider must complete <b>Annexure A2: Mandatory Response Form</b> to confirm compliance to the stated requirements		

Description of requirement	Indicate COMPLY/NOT COMPLY	Comment or reference to proposal
<b>3. Vehicle Tracking and Services</b>		
<p>3.1. The Service Provider must have the following systems:</p> <ul style="list-style-type: none"> <li>• Online / Web based Onsite Vehicle Tracking</li> <li>• Traffic Fines Management System with access to AARTO and Traffic Authority Systems</li> <li>• Driver identification &amp; Driver Management Tracking system</li> </ul> <p>Service Provider must complete <b>Annexure A2: Mandatory Response Form</b> to confirm compliance to the stated requirements</p>		
<b>4. Certification</b>		
4.1. Independent Communications of South Africa (ICASA) Certification for managing tracking services.		
4.2. The Motor Vehicle Security Association of South Africa (VESA) Certificate for stolen vehicle recovery in the name recovery company		
4.3. Retail Motor Industry Accredited Workshop (RMI)		
<b>5. Financial support</b>		
5.1. A signed and/or stamped Letter/Proof of financial backing of at least R100 million from a registered financial institution.		
<b>6. Operational team</b>		
6.1. Two (2) project managers with at least seven (7) years' experience in fleet management. <b>Attach cv</b>		
6.2. A Minimum of Nine (9) Technicians for the repair workshop with at least three (3) years' experience in repairing petrol and diesel fleet. <b>Attach cv</b>		

### 15.3. Phase 2: Technical/Functional evaluation criteria

In this phase all bids that met all the requirements in terms of the submitted proposal per the above set of mandatory requirements will be evaluated for Technical Evaluation.

Technical evaluation of Tenders includes testing the Service Provider's functionality and capability of delivering the required goods and/or services in accordance with the technical evaluation criteria listed as follows:

#### 15.3.1. Functionality will be evaluated in two steps as follows:

- **Step 1:** Desktop Technical Evaluation – All Service Providers who comply with the mandatory requirements will be evaluated and must meet the minimum technical threshold of 70% to proceed to Step 2, which is a presentation evaluation.
- **Step 2:** Presentation Evaluation – All Service Providers who score a minimum of 70% on Step 1, desktop technical evaluation, will be invited for presentations which will be evaluated. Service Providers will be required to obtain 70% to be eligible to proceed to the next evaluation phase of Price and preference.

The table below illustrates the technical evaluation criterion and sub-criteria:

#### Breakdown of Technical Evaluation Points Functionality

Functionality	Weight	Minimum threshold
1. Desktop Technical Evaluation	100	70%
2. Presentation Evaluation	100	70%

Overall Technical Threshold – Service Providers must achieve an overall minimum of 70% to proceed the next phase. Service Providers who fail to achieve the minimum of 70% per the technical requirements will be disqualified.

Category	Category	Criteria	Points	Weights
<b>1. Company Experience</b>	<b>1.1. Number of successfully completed full maintenance lease (FML) projects.</b>  <b>Contactable</b> reference letter on the company letterhead of which the project was completed for, detailing the following: a) Name of Company b) Contact Name and Details c) Business Address d) Contract Duration (Start date and end date) e) Size of Fleet f) Contract value	1. Above five (5) successfully completed full maintenance lease fleet projects (FML)	<b>5</b>	30
		2. Three (3) to five (5) successfully completed full maintenance lease fleet projects (FML)	<b>3</b>	
		3. One (1) to three (2) successfully completed full maintenance lease fleet projects (FML)	<b>1</b>	
		4. No Projects	<b>0</b>	

<p><b>1.2. Size of fleet managed on the full maintenance lease (FML) projects.</b></p> <p><b>Contactable</b> reference letter on the company letterhead of which the project was completed for, detailing the following:</p> <p>a) Name of Company  b) Contact Name and Details  c) Business Address  d) Contract Duration (Start date and end date)  e) Size of Fleet  f) Contract value</p>	More than One thousand five hundred (1500) fleet managed	<b>5</b>	
	One thousand (1000) to One thousand five hundred (1500) fleet managed	<b>3</b>	
	Five hundred (500) to nine hundred (999) fleet managed	<b>1</b>	
	Less than Five hundred (500) fleet managed	<b>0</b>	
<p><b>1.3. Value of full maintenance lease fleet projects undertaken.</b></p> <p><b>Contactable</b> reference letter on the company letterhead of which the project was completed for, detailing the following:</p> <p>a) Name of Company  b) Contact Name and Details  c) Business Address</p>	Full maintenance lease fleet projects undertaken with a combined value of more than R 200 million	<b>5</b>	
	Full maintenance lease fleet projects undertaken with a combined value between R100 million up to R 200 million	<b>3</b>	
	Full maintenance lease fleet projects undertaken with a combined value between R50 million and R99.99 million	<b>1</b>	

	d) Contract Duration (Start date and end date) e) Size of Fleet f) Contract value	Full maintenance lease fleet projects undertaken with a combined value of less than R50 million.	<b>0</b>	
	<p style="text-align: center;"><b>1.4. Number of successfully completed Managed-Maintenance (MM) projects</b></p> <p>The Service Provider must provide reference letters on the company letterhead for which the project was completed for, detailing the following:</p> a) Name of Company b) Contact Name and Details c) Business Address d) Contract Duration (Start date and end date) e) Size of Fleet f) Contract value	Five (5) or more successfully completed Managed-Maintenance projects	<b>5</b>	
		Three (3) to four (4) successfully completed Managed-Maintenance projects	<b>3</b>	
		One (1) to two (2) successfully completed Managed-Maintenance projects	<b>1</b>	
		No Projects	<b>0</b>	

<b>2. Service Provider's key personnel</b>	<b>2.1. Project manager's detailed CV with contactable references</b>  The Service Provider must provide two (2) dedicated and capable on-site project managers with fleet management experience for KNP and Parks. The Service Provider must submit detailed CV showing years of experience in fleet management and skills held for both managers.	<b>Project manager 1 (KNP)</b>	<b>5</b>	30
		1. Seven (7) or more years' experience in fleet management projects		
		2. Four (4) to six (6) years' experience in fleet management projects	<b>3</b>	
		3. One (1) to three (3) years' experience in fleet management projects	<b>1</b>	
		4. Less than one (1) year experience	<b>0</b>	
		<b>Project manager 2 (Parks)</b>	<b>5</b>	
		1. Seven (7) or more years' experience in fleet management projects		
		2. Four (4) to six (6) years' experience in fleet management projects	<b>3</b>	
3. One (1) to three (3) years' experience in fleet management projects	<b>1</b>			
4. Less than one (1) year experience	<b>0</b>			

	<p><b>2.2. Contract Manager qualifications</b></p> <p>The Service Provider must provide a certified copy of qualification (certification must not be older than three (3) months from the date of closing)</p>	<p>Degree/Diploma (NQF Level 6/7) in any of the below or similar relevant qualification:</p> <ol style="list-style-type: none"> <li>1. Fleet Management</li> <li>2. Logistics</li> <li>3. Project management</li> <li>4. Transport management</li> </ol>	<b>5</b>	
		No relevant specified qualification	<b>0</b>	
	<p><b>2.3. The Fleet Management company must appoint 4 (four) dedicated and capable on-site supervisors who are qualified mechanics.</b></p> <p>The Service Provider must submit trade test certificate showing years of experience in fleet management and skills held.</p>	Supervisors with Trade test certificates	<b>5</b>	
		<ol style="list-style-type: none"> <li>1. More than 4 supervisors with trade test certificate</li> </ol>		
		<ol style="list-style-type: none"> <li>2. Four supervisors with trade test certificate</li> </ol>	<b>4</b>	
	<ol style="list-style-type: none"> <li>3. Less than 4 supervisors with trade certificates</li> </ol>	<b>0</b>		



<b>3. Licence Renewal, COFs and registration</b>	<p>3.1. Outline of the process for vehicle license renewals, Certificate of Fitness (COF) (Roadworthiness) and registration. Process for delivery / distribution of licences nationally.</p> <p>Evidence of how cards will be distributed nationally or evidence of an account with a reputable courier company to distribute the licences nationally</p>	Outline of the process for vehicle license renewals, COFs and registration	<b>2</b>	15
		The ability to renew and distribute licences nationally	<b>3</b>	
<b>4. Vehicle Inspections and Technical Audits</b>	<p>4.1. The Service Provider must have a defined process in place for annual technical audits and provide reports on findings as well as recommendations.</p> <p>The Service Provider must submit the following:</p> <p>a) a detailed process and sample of report for annual technical audit</p> <p>b) a detailed process and sample of report for ad hoc mechanical inspections</p>	Provide a sample of the following:	<b>5</b>	15
		A defined process to conduct annual technical audit and provide a sample report with findings and recommendations	<b>5</b>	
		A defined process to conduct Ad hoc mechanical inspection on request and provide a sample report with findings and recommendations		

<b>5. Fleet disposal</b>	<p>5.1. Service Provider to propose different options available to facilitate the disposal of SANParks vehicles (vehicles will be nationally located, thus the solution should include the collection of vehicles):</p> <p>The Service Provider must provide the following:</p> <p>a) Process of vehicle disposal</p> <p>b) End-to-end disposal process flow</p> <p>c) Procedure to dispose nationally</p>	The process provides different disposal options/ methods to SANParks.	<b>2</b>	10
		Clear & documented Disposal Process Flow (end to end)	<b>2</b>	
		Ability to carry out disposals nationally	<b>1</b>	

The next step is **presentation (Technical)** evaluation.

Service Providers will be required to obtain 70% to be eligible to proceed to the next phase of Price and preference point.

The Service Provider will be required to conduct a live presentation focusing on the points as listed below.

Category	Category	Criteria	Points	Weights
6. <b>Online / Web based Onsite GPS Vehicle Tracking System</b>	<p>6.1. The Service Provider must provide a live demonstration of the online/web-based onsite GPS vehicle tracking system.</p> <p>Provide 3 options of vehicle tracking solutions indicating the functionality and features of each solution:</p> <p>a) Basic tracking unit (GPS tracking to be able to locate vehicle when required) Intermediate Tracking Unit (can provide reports of KMs travelled, over speeding, identified restricted zones)</p> <p>b) Advanced tracking unit (i.e., has a sound buzzer for speed above limit, Accident impact sensor, built in accelerometer to monitor aggressive driving behaviour)</p>	Advanced Tracking Unit	1	10
		Intermediate Tracking Unit	1	
		Basic Tracking Unit	1	

Category	Category	Criteria	Points	Weights
<b>7. Driver identification &amp; Driver Management System</b>	<p>7.1. Live demonstration of the driver identification and driver management systems.</p> <p>Demonstration of reports pulled from the system</p> <p>The live demonstration should include the following:</p> <p>a) Is the system online and Realtime</p> <p>b) Can the system identify driver and link to a specific vehicle (i.e. driver name, employee No, vehicle description registration , time , date etc)or</p> <p>c) can it identify multiple drivers to one trip with one vehicle</p> <p>d) Reports that can be produced</p> <p>Are the reports customisable</p>	Real-time capability	4	15
		Ability to identify driver and link to a specific vehicle	4	
		Identify multiple drivers using one vehicle for one trip	4	
		Reports pulled from a system	4	
		Customisation of reports	4	
<b>8. Traffic Fines Management System with access to AARTO and all Traffic Authority Systems</b>	<p>8.1. Live demonstration of the traffic fines management system</p> <p>Documented system of traffic management indicating ability to pay, resolve and / or identify driver and Redirect fines on behalf of SANPARKS as well as provide Traffic Reports</p>	A Traffic Management system linked to all Traffic Authorities	2	10
		Able to resolve, pay or redirect fines on behalf of SANParks	5	
		Documented Traffic Fine Management Process and Traffic Management Reports	2	

Category	Category	Criteria	Points	Weights
<b>9. Comprehensive end-to-end Insurance /Accident Management Process including roadside Assistance Nationally</b>	9.1. Live demonstration of the required systems.  Accident monitoring and reporting system	Documented Insurance Management Process end to end i.e., from reporting of incident/ accident, submission of claim, obtaining quotes, conducting repairs and payment of repair merchants	2	10
		Ability to provide accident reports i.e., identifying the driver, details of vehicles involved, Date, time and place of incident.	1	
		A drawing / schematic representation of the vehicle where damage can be indicated on. An option should be provided where a drawing or sketch of the accident scene can be scanned in.	1	
		Process or Function to enable the driver to take photos of the vehicle before and after a trip	1	
		Road Assistance to driver involved in an accident	1	
		Ability to detect and Locate vehicles involved in an accident Realtime -	1	
		Ability to gather details relating to damages to third party property and vehicles	1	

Category	Category	Criteria	Points	Weights
		Ability to identify and report on possible third-party injuries.	1	
		Ability to identify possible witnesses (including contact details).	1	
		Ability to recover the vehicle from theft, hijack		
		SAPS case number (where required) / police station reported.	1	
<b>10. Online Booking System</b>	10.1.SANParks requires a web-based solution or Application for the management of vehicle bookings and identification of the driver or multiple drivers at a specific time through the booking system.  Live demonstration showing how the system registers driver identity, check the validity of the driver's license of a SANPARKS official prior to a vehicle booking being confirmed.	The online booking system captures the driver's, vehicles, and trip location details	2	15
		Reports pulled from the system	1	
		Reports are customisable	1	

<b>11. Fleet Management Reports</b>	<p>11.1.Live demonstration of the different types of reports</p> <p>Are the reports available from the Service Provider Online system or prepared by Service Provider.</p> <p>Are the reports Customisable to meet SANPARKS Needs</p>	Insurance Claims Status Progress Report	1	10
		Vehicle Accident report per vehicle per driver	1	
		Detailed Consolidated Monthly and Quarterly Fleet Management Reports	1	
		Drivers Identification reports by vehicle per period.	1	
		Driver Identification and Driver Behaviour Reports	1	
		Odometer report – Monthly Kilometres.	1	
		Outstanding Traffic Fines Report indicating resolution status of each fine.	1	
		Fuel Usage Detailed Report highlighting anomalies / exceptional usage.	1	
		Licence Renewal Report highlighting the licences due for renewal	1	
		Report on any outstanding registrations, Certificates of Fitness (COFs)	1	

<b>12. Fuel card management process</b>	<b>12.1.Explanation of the Fuel Card management process</b>  Administration and delivery of fuel cards nationally for new assets, changes, and cancellations, as well as periodic renewal is required. Delivery of new fuel cards before expiring of old card.  Record keeping and reporting: The Service Provider must upload the daily fuel transactions into a Fleet Management System. a) Real time controls must be in place to prevent abuse and fraudulent use. b) Exception reports must be produced and highlighted to SANParks, as well as possible risk areas. c) Exception reports must be provided on a weekly basis  Project plan where appointed Fleet Management Company ensure transition of Fleet Fuel cards to new banking institution (if required)	List of Service Providers for fuel card	<b>1</b>	15
		Fuel Management controls and Reports	<b>2</b>	
		Ability to distribute Fuel Cards nationally with own courier services or a reputable courier Service Provider, provide proof	<b>1</b>	
		Process for implementation and disengagement fuel management process-	<b>1</b>	



<b>13. Operation of a call centre</b>	3.1. The Service Provider must have a 24-hour call-centre for emergencies and incidents, breakdowns, roadside assistance and insurance, Routine Service and maintenance as well as general queries  The Service Provider must provide a document (e.g. letter of undertaking, etc.) that will provide an indication of whether the call centre has 24 hours operations and whether SANPARKS will have a dedicated toll-free number.	Operating hours is 24 hours, seven days a week	<b>5</b>	15
		Operating hours is less than 24 hours, seven days a week	<b>0</b>	
		24 hours dedicated line (24hr toll-free number) to SANParks.	<b>5</b>	
		No 24hr dedicated line (24hr toll-free number) to SANParks.	<b>0</b>	

## **16. REASONS FOR DISQUALIFICATION**

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

- 16.1.** Service Provider whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply);
- 16.2.** Submitted incomplete information and documentation according to the requirements of this RFB document;
- 16.3.** Submitted information that is fraudulent, factually untrue or inaccurate information;
- 16.4.** Received information not available to other potential Service Providers through fraudulent means;
- 16.5.** Failed to comply with technical/mandatory or both requirements as stipulated in the RFB document;
- 16.6.** Misrepresented or altered material information in whatever way or manner;
- 16.7.** Promised, offered or made gifts, benefits to any SANParks employee;
- 16.8.** Canvassed, lobbied in order to gain unfair advantage;
- 16.9.** Committed fraudulent acts; and
- 16.10.** Acted dishonestly and/or in bad faith etc.

## **17. SPECIFICATIONS/SCOPE OF WORK**

### **17.1 PROVISION OF VEHICLES ON FULL MAINTENANCE LEASE / FINANCE LEASE**

- 17.1.1 The Service Provider will be responsible for the supply, maintenance, management and insurance of all vehicles leased by SANParks from the Service Provider in terms of the FML, MM and ad-hoc vehicle agreements.
- 17.1.2 SANParks requires the services of a suitably qualified and capable Service Provider to provide services in relation to the provision of vehicles to the SANParks on a Full Maintenance Lease, Finance Lease.
- 17.1.3 Finance the entire vehicle procurement and delivery process (including initial licensing and registration of the vehicles) irrespective of the funding method.
- 17.1.4 Facilitate the fitments of all the required attachments and accessories as well as modifications required to ensure the vehicle is "fit-for-purpose",
- 17.1.5 To manage the logistics, value chain for vehicle purchases, including production schedules, licensing and registration, branding, securing the relevant warranties and/ or maintenance plans, as well as the delivery of each vehicle to SANParks.

### **17.2 SALE AND LEASEBACK OPTIONS**

- 17.2.1 SANParks is currently in the process of procuring fleet to replace the existing old fleet (see Annexure 1 and Annexure 3 for the detailed list of vehicles).
- 17.2.2 These vehicles may be sold to the Service Provider through a sale and lease back transaction. However, SANParks reserves the right not to enter into FML / MM agreements in respect of these vehicles.

### **17.3 VEHICLES REQUIRED, REPLACEMENT OF VEHICLES AND FLEET SIZE**

- 17.3.1 The vehicles leased by SANParks in terms of FML / MM agreements shall be beige in colour.
- 17.3.2 Game viewing vehicles shall be Olive Green in colour.
- 17.3.3 The vehicles supplied by the Service Provider for the various categories shall meet or exceed the specifications detailed in Annexure 6 and 6A.

## **17.4 FLEET SUPPORT SERVICES**

### **17.4.1 Maintenance and repairs for SANParks official vehicles**

- 17.4.1.1 The Service Provider shall be responsible for ensuring that all vehicles are maintained on a regular basis and repaired when necessary.
  - 17.4.1.2 All Maintenance and repair costs under an FML agreement are paid for and are at the cost and risk of the Service Provider
  - 17.4.1.3 The maintenance of vehicles under a Managed-Maintenance agreement are paid for by the Service Provider but are at the cost and risk of SANParks.
  - 17.4.1.4 The Service Provider shall be responsible for advising the User Group of all vehicles due for maintenance or repairs to comply with manufacturer specifications.
- 17.4.2 Service/repair Workshops as per Annexure 2.
- 17.4.2.1 The successful Service Provider will be required to maintain/repair all leased vehicles in terms of manufacturer specifications. Service Provider should also provide onsite technicians to maintain and repair vehicles at KNP workshop.
  - 17.4.2.2 The successful Service Provider will be required to maintain/repair all other vehicles in accordance with industry and OEM acceptable standards of repair.
  - 17.4.2.3 Within the KNP, The Service Provider will be required to lease the three workshops and one Emergency Roadside Services workshop,
  - 17.4.2.4 For Parks division, no workshops will be required.
  - 17.4.2.5 Upon expiry of the contract, SANParks reserves the right to purchase the equipment.
  - 17.4.2.6 The workshop services will only be for SANParks vehicles, visitors' vehicles, concessionaire vehicles, as well as residences' vehicles.
  - 17.4.2.7 The Service Provider must have a physical and operational presence in SANParks in at least the locations of the various premises referred above.
  - 17.4.2.8 The Service Provider will be required to provide emergency roadside/repair assistance to visitors of SANParks.

## **17.5 MANAGED AND BOLT-ON MAINTENANCE SERVICES FOR NON-SPECIALISED VEHICLES AND OWNED BY SANParks**

- 17.5.1 The successful Service Provider will be required to provide managed maintenance services, including but not limited to the following responsibilities in relation thereto:
- 17.5.1.1 Registering the Vehicles onto its fleet management system, and capturing information about the Vehicle make, range, model, registration number as well as the commencement date of the Managed Maintenance Services.
  - 17.5.1.2 Ensuring that each Vehicle has a signed schedule to acknowledge activation of the Managed Maintenance services for purposes of accurate monthly billing and maintaining record of each Vehicle schedules signed by the SANParks
  - 17.5.1.3 Providing Managed Maintenance Services on a planned and unplanned basis, as well as at the occurrence of emergencies and breakdown, as required by the SANParks, including battery and tyre management services, i.e. repairs and replacement, roadside breakdown assistance and the procurement of tyres at competitive prices.
  - 17.5.1.4 Pre-empting and scheduling routine maintenance and/or servicing from the vehicles utilising management information available to it through the various sources, including information acquired from the vehicle management device.
  - 17.5.1.5 Facilitating and co-ordination of maintenance, repairs, support and servicing of vehicles, including procuring and supplying quotation to SANParks for the maintenance and repairs to be undertaken.
  - 17.5.1.6 Scrutinising maintenance quotations and invoices from third party manufacturers and sub- contractors, to ensure market competitiveness in relation to pricing and nature of repairs. Authorising maintenance and repairs subject to the agreed levels of authorisation granted by the SANParks and issuing an authorisation number to the Maintenance Provider, when the Vehicle is delivered for the Maintenance Services.
  - 17.5.1.7 Ensuring that the maintenance provider carries out the work in accordance with the standards set out by the manufacturer and processing the maintenance providers' maintenance invoices for payment, including managing the vehicle warranty claims on behalf of SANParks.
  - 17.5.1.8 Maintaining up to date records of all maintenance undertaken on each vehicle, including date of maintenance, description, maintenance provider details, odometer reading (if applicable), invoice details, and cost. The Service Provider will be required to highlight exceptions to SANParks in terms of repetitive repairs and/or replacements.

17.5.1.9 Invoicing SANParks for the actual cost of maintenance and repairs (without mark-up), carried out by third party maintenance providers.

17.5.1.10 Service Providers must submit their proposals of how they intend processing the manufacturers service warranties and claims as and when they arise.

## **17.6 PROVISION OF BREAKDOWN AND ROADSIDE ASSISTANCE AND ELECTRONIC REPAIR MANAGEMENT SYSTEM**

17.6.1 The SANPARKS requires vehicles breakdown, roadside assistance and towing services.

17.6.2 The Service Provider shall manage the availability of a breakdown service and roadside assistance 24-hours a day, seven (7) days a week throughout the Contract Period for vehicles leased by SANParks.

17.6.3 In managing this facility, the Service Provider shall provide a toll-free call centre, staffed and managed effectively, for reporting breakdowns and requests for assistance. The facility shall be equipped with automatic call logging facilities.

17.6.4 Where breakdown services or roadside assistance is needed, the Service Provider shall ensure that:-

17.6.4.1 Within a twenty (20) kilometre radius of a Service Providers workshop in SANParks, or any city or town outside SANParks, the scene of the breakdown is reached within 30 (thirty) minutes of a call being received by the call centre.

17.6.4.2 Outside a twenty (20) kilometre radius of a Service Provider's workshop in SANParks, or a town or city, the scene of the breakdown is reached within two (2) hours of a call being received by the call centre, except in Arid Region which a maximum of 5 (Five) hours will be acceptable.

17.6.5 The Service Provider shall provide access to the breakdown incidence through its call centre or liaison officer - whose availability shall be 24/7 days a week.

17.6.6 The provision of roadside and breakdown services will be applicable to all leased and non-leased vehicle.

## **17.7 MAINTENANCE AND REPAIRS OF VEHICLES FOR VISITORS TO KNP**

- 17.7.1 The Service Provider shall be responsible for undertaking repairs to vehicles of visitors to KNP.
- 17.7.2 The terms and conditions of repairs applicable shall be the standard terms and conditions applicable to repairs in South Africa generally.
- 17.7.3 The Service Provider shall be available from 06h00 to 18h00, every day of the year.
- 17.7.4 Within all Parks, except the KNP, the Service Provider shall be required to redirect all calls for assistance from visitors to these National Parks, to the designated responsible persons within each National Park, 24-hours a day, seven (7) days a week throughout the Contract Period.

## **17.8 PROVISION OF CALL CENTRE SERVICES**

- 17.8.1 SANParks requires vehicles to be supported through a dedicated call centre service wherein affected parties can call in to log their queries and report vehicle breakdown and receive assistance.
- 17.8.2 The call centre will respond to maintenance, services, and accident calls.
- 17.8.3 Preference will be given to an integrated solution that ensures that the services/information are/is provided within the SANParks environment and that the data can easily be interfaced with the operational information.
- 17.8.4 The Service Provider must submit proposal on how all calls for assistance and queries will be recorded.
- 17.8.5 The Service Provider must submit proposal on how it will provide a fully automated measurement tool and reports, not allowing for human intervention or manipulation of information, in terms of required reports.

## 17.9 PROVISION OF REFUELLING SERVICES AND/OR SOLUTION

- 17.9.1 SANPARKS requires the Service Provider to ensure that vehicles are fitted with electronic refuelling systems, fuel monitoring sensors and vehicle dedicated fuel card.
- 17.9.2 SANParks' employees using vehicles leased from the Service Provider must have the facilities to enable refuelling of vehicles at any location in South Africa even though some of the fuel purchases will be made within SANParks. In this regard, the Service Provider shall make available electronic payment facilities for fuel and toll fees.
- 17.9.3 SANParks shall pay for fuel on the following basis:
- 17.9.3.1 Fuel price X fuel consumption indicator according to standard specification per kilometre/hour X actual kilometres driven / hours used by User Group's drivers/operators.
- 17.9.3.2 The Fuel Consumption indicator (FCI) shall reflect the **industry standard fuel consumption** for the particular vehicle category of the FML, MM or Ad hoc rental vehicle plus an agreed margin to meet the costs of administration and risk management which shall remain constant for the period of the agreement, for the particular vehicle category.
- 17.9.3.3 SANParks' reserves the right to review the **industry standard fuel consumption** to ensure that it is reasonably reflective of the actual consumption of that category of vehicle.
- 17.9.3.4 In this regard the Service Provider shall submit the fuel consumption indicator per vehicle category indicated in (Annexures 6 and 6A). Service Providers are urged to take cognisance of the 50 kph speed limit that applies in SANParks and to which most vehicles will adhere.
- 17.9.3.5 The fuel price applied with the formula shall be the average retail price across all petrol price zones within which the National Park falls, as determined by the Minister of Minerals and Energy by Regulation in terms of the Petroleum Products Act, 1977 (Act 120 of 1977) in the Government Gazette from time to time or the approved retail price applicable to SANParks.



- 17.9.3.6 Top-up oil shall be included as part of the maintenance cost.
- 17.9.3.7 SANParks reserves the right to negotiate the fuel price charged by the Service Provider, within the formula, in the event that the fuel prices are deregulated by legislation during the Contract Period.
- 17.9.4 The Service Provider shall be responsible for controlling fuel fraud and theft and as such SANParks shall only be responsible for such incidents to the extent that same can be proven on a balance of probabilities and sufficient evidence is provided to enable the successful prosecution of the individuals responsible.
- 17.9.5 The Service Provider shall not charge SANParks for funding interest on fuel purchases, Fuel card service costs, transaction fees, switching fees or Government levies.
- 17.9.6 The Service Provider shall Install fuel monitoring sensors that give accurate fuel level in real time.
- 17.9.7 The Service Provider shall aggregate the costs of excess consumption by vehicle on a monthly basis.
- 17.9.8 The Service Provider shall Implementing systems to detect abuse or fraud and assist the SANPARKS to manage the associated risk.
- 17.9.9 The Service Provider shall implement an electronic fuel system to collect data in relation to these services and provide monthly reports of all transactions or services consumed by the SANPARKS including and where applicable, the vehicle registration, merchant details; date of transaction, volume consumed and price, as well as the mileage of the Vehicle at the time of transaction.
- 17.9.10 The Service Provider shall Facilitate management intervention by providing reports on daily single variance, monthly trend analysis and comparison of expenditure per vehicle, driver and cost centre.
- 17.9.11 The Service Provider shall collect and maintain accurate fill-up details, including kilometres at time of fill-up.
- 17.9.12 The Service Provider shall calculate the consumption for each fill-up and cost of consumption in excess of the benchmark.

## **17.10 PROVISION OF AD-HOC RENTAL AND VEHICLE REPLACEMENT**

- 17.10.1 The successful Service Provider will be required to provide and manage services and facilities related to the ad hoc rental of specified vehicles in accordance with SANPARKS requirements.
- 17.10.2 The Service Provider is required to make available vehicles for replacement and ad hoc rentals as per the following:
- 17.10.3 For all National Parks, the supplier is required to have access to a range of replacement vehicles that:
  - 17.10.4 Is of reasonably the same type and categories as operated by SANParks
  - 17.10.5 Complies with the Annexure 7 - Vehicle Age and Kilometre Limits specifications.
  - 17.10.6 Is available to meet Annexure 8 - Replacement / Ad hoc Rental delivery requirements.
- 17.10.7 The costs of replacement vehicles for use as a consequence of accident damage, theft, hi jack or mechanical servicing and repair, where the time limits are exceeded, shall be for the account of the Service Provider.
- 17.10.8 Vehicles may be required on an ad hoc basis for periods ranging from 1 (one) day to a maximum of 1 (one) month.
- 17.10.9 The Service Provider shall make ad hoc vehicles available to the SANPARKS, to meet the requirements of Annexure 8 - Replacement / Ad hoc Rental delivery requirements
- 17.10.10 User Groups will collect all ad-hoc vehicles from the Service Provider's depot at the Delivery points within each National Park - Annexure 5.

## **17.11 PROVISIONING OF LICENSING SERVICES**

- 17.11.1 The successful Service Provider will be required to provide, facilitate and manage services to ensure that vehicles are registered and licensed at all times, including obtaining certificate of fitness (COF) and operator cards where necessary.
- 17.11.2 The successful Service Provider will be required to arrange for and provide facilities for registration and licensing of the specified vehicles in accordance with relevant legislation, including the registration of specified vehicles as emergency vehicles.
- 17.11.3 The SANPARKS will only pay for the actual registration or licensing of vehicles as and when required except in the case of Full Maintenance and Finance Lease.

## **17.12 TRAFFIC FINE MANAGEMENT SERVICES**

- 17.12.1 The successful Service Provider will be required to arrange for and provide facilities for the administration of driving licences as well as the redirection and settlement of traffic fines, including but not limited to:
- 17.12.2 Registration and authorisation of each driver that has been approved to drive a vehicle managed by the successful Service Provider.
- 17.12.3 Issuing each authorised driver with an electronic driver identification tag that is able to link each driver to a specific vehicle each time that the driver has driven such vehicle.
- 17.12.4 Informing the SANPARKS of the validity of the driver's licenses or Professional Driving Permit of any driver that intends to use a vehicle.
- 17.12.5 Redirecting all infringement notices in respect of relevant Vehicles in accordance with the AARTO regulations.
- 17.12.6 Developing and maintaining an updated database of all authorised drivers and all other information or data relevant for the management and redirection of fines.
- 17.12.7 Identifying repeat offenders and reporting same for intervention and management of the risk by the User Department Manager.
- 17.12.8 Service Providers must submit proposals of how they will ensure that traffic fines are registered and administered timeously, including redirecting of fines to the relevant driver / or appropriate cost centre, where necessary. Service Providers must include in their proposal how they intend to manage the driver database.

### **17.13 PROVISION OF VMT SERVICES**

- 17.13.1 Service Providers must submit proposals of how they will arrange for and provide facilities to ensure that each vehicle is fitted with GPS enabled Vehicle Management Technology (VMT), On Board Computers (OBC) and Dash Camera Technology and how these systems will be managed.
- 17.13.2 The GPS enabled unit must be Insurance and OEM approved.
- 17.13.3 The VMT must not be open to human manipulation (Override)
- 17.13.4 Service Providers must submit proposals on the provision of emergency alert requirements in the form of a vehicle based as well as remote panic button system.
- 17.13.5 Service Providers must submit proposals of how they will arrange for the fitment of cameras to record activities of vehicles.
- 17.13.6 Service Providers must submit proposals of how they will arrange for and provide an automated log book facility for each vehicle and how this system will be managed. The automated log book facility must interface with the VMT.
- 17.13.7 The Service Provider must supply and install real-time diagnostic devices and data in each vehicle.
- 17.13.8 The proposed system offered by the Service Provider must be capable of interfacing with existing or newly developed ICT platforms.
- 17.13.9 The Service Provider must supply and install driver monitoring tags.
- 17.13.10 Service Providers must submit proposals of how they will arrange for and provide facilities to ensure that only authorized drivers are given access to specified vehicles.
- 17.13.11 Service Provider must submit proposals on how they will report on vehicle utilization exception, including utilization percentage, use of vehicles outside normal working hours, use of vehicles outside of geo-fenced areas, excessive speed, harsh braking, and long idle, main battery disconnect, daily unit health check.
- 17.13.12 Service Provider must propose innovative risk and speed management vehicle control technology.
- 17.13.13 The Service Provider will be liable for a penalty for each instance where it fails to provide the services as required.

## **17.14 FLEET MANAGEMENT SYSTEM**

The Service Provider must provide a user-friendly and intuitive web-based platform that includes:

- 17.14.1 Administrator/superuser login
- 17.14.2 Multiple user logins distinguishing between administrator and normal user rights
- 17.14.3 Administrator configurable permissions, on a per user basis, in order to facilitate control over user rights to view, use, create, edit or delete the likes of vehicles, reports, alerts, geofences, routes, maintenance schedules, vehicle control commands (crank inhibition), history, OTA unit management etc.
- 17.14.4 A map view (switchable between normal map view and satellite map view) with vehicle positions overlaid on the map in the form of icons/dots
- 17.14.5 A click on the vehicle icon should reveal further detail including, but not limited to, date/time of last report from the unit, ignition status, odometer reading, location description and/or GPS coordinates - and when moving - speed and direction
- 17.14.6 A vehicle list view displaying the vehicle ID and date/time the vehicle last reported
- 17.14.7 Historical trip replay/playback
- 17.14.8 Event/violation notifications (in-platform, email and/or SMS) including:
  - 17.14.8.1 Speeding
  - 17.14.8.2 Harsh acceleration
  - 17.14.8.3 Harsh braking
  - 17.14.8.4 Harsh cornering
  - 17.14.8.5 Crash (impact/rollover)
  - 17.14.8.6 Unit tamper
  - 17.14.8.7 Main battery disconnects
  - 17.14.8.8 Vehicle being towed
  - 17.14.8.9 Unit not reporting for 24 hours (user configurable time lapse)
  - 17.14.8.10 Vehicle movement alert during user-configurable scheduled times (e.g. after-hours usage)
- 17.14.9 Vehicle maintenance management and notifications (km or time or engine hours-based maintenance reminders)
- 17.14.10 License renewal management and notifications
- 17.14.11 Geo-zone management and associated notifications
- 17.14.12 Route management and associated notifications (not route optimization)
- 17.14.13 OTA command sending (dependent on user rights)
- 17.14.14 Driver ID and management
- 17.14.15 Vehicle grouping

17.14.16 Border notifications

17.14.17 Live traffic overlay

17.14.18 On-demand and scheduled reports including:

17.14.18.1 Per vehicle trip reports

17.14.18.2 Per driver trip reports

17.14.18.3 Event reports (driving/route/geo-zone violations)

17.14.18.4 Afterhours usage reports

17.14.18.5 Speeding reports

## **17.15 VEHICLE INSURANCE**

17.15.1 SANParks shall not bear any costs relating to collisions, damage, thefts and hijackings of vehicles or parts thereof. All costs, including repairs, replacement, third party claims and replacement vehicle hire shall be for the account of the Service Provider. This shall apply to all vehicles that are leased by SANParks through FML, MM or ad-hoc vehicle agreements.

17.15.2 The insurance shall provide for the replacement of a vehicle, which vehicle shall not be of a lesser specification, make and model and shall comply with the requirements of the Annexure 7 - Vehicle Age and Kilometre Limits.

17.15.3 Should the Service Provider opt to insure all vehicles that are leased by SANParks through either FML or ad-hoc vehicle agreements, the insurance shall be on a fully comprehensive basis with no deductibles or residual lease payments. This insurance shall be inclusive of replacement vehicle hire, third party liability, collision damage waiver as well as SASRIA cover.

17.15.4 The Supplier shall ensure that all management controls, electronic monitoring systems, driver training, vehicle protective equipment, Driver's License verification and other similar processes and systems which may contribute to a reduction in the frequency and cost of accidents are fully and ongoingly fitted or applied at the Service Provider's cost throughout the Contract Period.

17.15.5 The full cost of all insurance shall be for the Service Provider's account.

## **17.16 ACCIDENTS AND INCIDENTS**

17.16.1 The Service Provider shall repair all damage to any vehicles leased, through FML, MM or ad-hoc vehicle agreements, by SANParks arising out of accidents or incidents, to manufacturer specifications,

17.16.2 The Service Provider shall be responsible for managing the Process from the scene of the accident to re-delivery of the vehicle or the provision of a similar replacement vehicle to SANParks including the provision of emergency medical treatment and roadside assistance to the driver and passenger.

17.16.3 The Service Provider must provide a replacement vehicle of the same type, category and cost as the vehicle involved in the accident or incident in accordance with the requirements of Annexure 8 - Replacement / Ad hoc Rental delivery requirements. The cost of providing such replacement vehicle will be for the account of the Service Provider.

### **17.17 THEFTS OR HI-JACKS**

- 17.17.1 The Service Provider in conjunction with SANParks shall take all the necessary precautions to minimise thefts and hi-jacks through, for example, the identification of high-risk areas and vehicles in use by SANParks User Groups
- 17.17.2 The Service Provider must provide a replacement vehicle of the same type, category and cost as the vehicle involved in the theft or hi-jack in accordance with the requirements of Annexure 8 - Replacement / Ad hoc Rental delivery requirements. The cost of such replacement vehicle must be covered by the insurance on the vehicle.

### **17.18 VALIDITY OF LICENSES, TRAFFIC OFFENCES AND VEHICLE ABUSE**

- 17.18.1 The Service Provider shall throughout the Contract Period be responsible for checking the validity of the driver's license of any employee of SANParks that intends to drive a lease a vehicle through either FML, MM or ad-hoc vehicle agreements
- 17.18.2 SANParks' employees that use a leased vehicle through either FML, MM or ad-hoc vehicle agreements shall be held responsible for all traffic offences unless these offences are related specifically to the roadworthy condition of the vehicle.
- 17.18.3 The Service Provider shall be responsible for managing the abuse of vehicles. The Service Provider should, where abuse is suspected, investigate such abuses and provide a report presenting sufficient evidence to enable the User Group to take the appropriate action against the driver.
- 17.18.4 The Service Provider shall be responsible for the cost of abuse unless, sufficient evidence to enable the User Group to take the appropriate action against the driver is presented to SANParks. A detailed procedure for handling and determining such abuse cases will be drafted with the successful Service Provider.



## **17.19 INTEGRATION INTO SANPARKS ERP AND FINANCIAL SYSTEMS**

17.19.1 The Service Provider must demonstrate the ability to integrate with ERP and/or financial system to create requisitions from job orders and initiate procurement processes in real time.

17.19.2 Management information systems and database

17.19.2.1 It is the responsibility of the Service Provider to supply accurate and relevant management information on a continuous basis to the SANParks to allow it to manage its fleet requirements. Given this fact, the Service Provider shall have and maintain an IT System that allows the SANParks access to retrieve accurate and relevant management information from the Service Provider that is current to within 24 hours. As a minimum, the reports listed in Annexure 9 – Reporting requirements must be provided.

17.19.2.2 Furthermore, the Service Provider's Management Information Systems shall throughout the Contract Period be scalable in order to accommodate the SANParks' changing business requirements and integrated with SANParks' accounting system.

17.19.3 In the event of termination of the OSA, the Service Provider shall provide its entire database

containing the up to date information in respect of the SANParks OSA, in electronic

format, within 2 Business Days of such termination or breach, to the SANParks.

The cost of such transfer of information will be for the Service Provider's account.

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

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

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

## **17.20 BENCHMARKING AND USER SATISFACTION SURVEYS**

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

## **17.21 KEY DELIVERABLES**

- 17.21.1 Provision of vehicles to the SANPARKS that are reliable and available in order to ensure business continuity of SANPARKS;
- 17.21.2 Provision of reporting information systems that will bring efficiency and ensure economic viability of the services;
- 17.21.3 The active application and achievement of manufacture service and maintenance standards in accordance with Original Equipment Manufacturers specification;
- 17.21.4 Implement an active fleet Telematics (tracking) and dash camera system – comprehensive and consolidated reporting platform based on vehicle usage and application;
- 17.21.5 The Service Provider must provide for annual detailed Fleet Assessment and audit of SANPARKS fleet processes and vehicles.
- 17.21.6 The continuous measurement and review of vehicle usage and application in order to ensure smooth services delivery;
- 17.21.7 Provision of Fleet Management System (interface with all fleet system to provide a consolidated report) and Electronic Speed Control Technology; and
- 17.21.8 Reduce the cost of operating fleet in accordance with set and / stated benchmark.
- 17.21.9 Electronic repair management system and onsite technicians
- 17.21.10 Fuel monitoring and management

**18 DETAILED PRICING – SBD 3.1 (Firm Unit prices)**

Service Providers are required to provide a detailed and comprehensive price proposal i.e. all costs associated the Service Provider’s proposal must be clearly specified and included in the Total Bid Price for Year 1 below. Bids will be evaluated on the Year 1 total, and escalations will be negotiated annually in line with CPIx. Please refer to and complete **Annexure A3 – Bid Pricing template**.

**TOTAL BID PRICE FOR YEAR 1 (VAT Inclusive): R.....**

(Please note that all prices quoted should be **inclusive** of Value Added Tax (VAT).

**STANDARD BIDDING DOCUMENTS SBD 4**

**SERVICE PROVIDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

2.1 Is the Service Provider, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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


2.2 Do you, or any person connected with the Service Provider, 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 Service Provider or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Service Provider has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the Service Provider, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the Service Provider 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 Service Provider was not involved in the drafting of the specifications or terms of reference for this bid.

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

Date

.....

Position

Name of Service Provider

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

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

The applicable preference point system for this tender is the **90/10** preference point system.

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

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>



- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

#### 90/10

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

#### 90/10

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 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 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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
a) Preference to Enterprises owned by black women with at least 30% shareholding	80% - 100% = 5 60% - 79.99% = 4 51% - 59.99% = 3 40% - 50.99% = 2 30% – 39.99% = 1 Less than 30% = 0	
b) Promotion of enterprises owned by black people with at least 51% shareholding or more	80% - 100% = 5 60% - 79.99% = 4 52% - 59.99% = 3 51% - 51.99% = 2 Less than 51% = 0	
<b>Total points for SPECIFIC GOALS</b>	<b>10</b>	

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such

cancellation;

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

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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## 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. <b>“Closing time”</b> means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. <b>“Contract”</b> means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. <b>“Contract price”</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. <b>“Corrupt practice”</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. <b>“Countervailing duties”</b> imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. <b>“Country of origin”</b> means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. <b>“Day”</b> means calendar day.</p> <p>1.8. <b>“Delivery”</b> means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. <b>“Delivery ex stock”</b> means immediate delivery directly from stock actually on hand.</p> <p>1.10. <b>“Delivery into consignees store or to his site”</b> means delivered and unloaded in the specified store or depot or on the specified site in</p>

	<p>compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. <b>"Dumping"</b> occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. <b>"Force majeure"</b> means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. <b>"Fraudulent practice"</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Service Provider, and includes collusive practice among Service Providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Service Provider of the benefits of free and open competition.</p> <p>1.14. <b>"GCC"</b> mean the General Conditions of Contract.</p> <p>1.15. <b>"Goods"</b> means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. <b>"Imported content"</b> means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. <b>"Local content"</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. <b>"Manufacture"</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. <b>"Order"</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. <b>"Project site"</b>, where applicable, means the place indicated in bidding documents.</p> <p>1.21. <b>"Purchaser"</b> means the organization purchasing the goods.</p> <p>1.22. <b>"Republic"</b> means the Republic of South Africa.</p> <p>1.23. <b>"SCC"</b> means the Special Conditions of Contract.</p> <p>1.24. <b>"Services"</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as</p>
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	<p>installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. <b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	2. Application
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	3. General
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	4. Standards
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	5. Use of contract documents and information
	<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</p>

	<p>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 Service Provider 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 Service Provider.</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 Service Provider or contractor shall be open, at all reasonable hours, for</p>

	<p>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
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall</p>

	be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	10. Delivery and Documentation
	<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	11. Insurance
	11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	12. Transportation
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. Incidental services
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	14. Spare parts

	<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	15. Warranty
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	16. Payment

	<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	17. Prices
	<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	18. Contract amendment
	<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	19. Assignment
	<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	20. Subcontract
	<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	21. Delays in supplier's performance
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration,</p>

	<p>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	22. Penalties
	<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	23. Termination for default
	<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 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. 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</p>
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	<p>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</p>

	supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	<b>27. Settlement of disputes</b>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	<b>28. Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC29	<b>29. Governing language</b>
	<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	<b>30. Applicable law</b>

	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	<p>31. Notices</p>
	<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	<p>32. Taxes and duties</p>
	<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 Service Provider 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 Service Provider. This certificate must be an original issued by the South African Revenue Services</p>
GCC33	<p>33. National Industrial Participation Programme</p>
	<p>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.</p>
GCC34	<p>34. Prohibition of restrictive practices</p>
	<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 Service Provider (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a Service Provider(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</p>

	<p>of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a Service Provider(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 Service Provider(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 Service Provider(s) or contractor(s) concerned.</p>
	<p><b>Contracted Party Due Diligence</b></p> <p>SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.</p>
	<p><b>Jigs, Tools, and Templates, where applicable</b></p> <p>Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.</p>
	<p><b>Copyright and Intellectual Property</b></p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract.</p> <p>The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in SANParks and to give effect to the foregoing:</p> <ul style="list-style-type: none"> <li>(a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to SANParks and SANParks hereby accepts such assignment, and</li> <li>(b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier.</li> </ul> <p>The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.</p>

	<p>The contracted supplier shall assist SANParks in obtaining statutory protection for the contract intellectual property at the expense of SANParks wherever SANParks may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to SANParks, or as SANParks may direct, and to support SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall service termination of this contract indefinitely.</p>
	<p><b>Confidentiality</b></p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not:</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent.</li> <li>(b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or</li> <li>(c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <p>The recipient shall ensure that any employees, agents, directors, contractors, Service Providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information to any third party, or</li> <li>(b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> </ul> <p>The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p>

- (a) Was independently developed by the recipient prior to its involvement with SANParks or in the possession of the recipient prior to its involvement with SANParks;
- (b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- (c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from SANParks, or
- (d) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform SANParks of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from SANParks to do so, return to SANParks all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- (a) All written disclosures received from SANParks;
- (b) All written transcripts of confidential information disclosed verbally by the SANParks; and
- (c) All material embodiments of the contract intellectual property.

The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.

Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.