



**APPOINTMENT OF SPECIALIST CONSULTANT FOR 24 MONTHS TO PERFORM BUSINESS PROCESS MAPPING (INCLUDING ROLL-OUT AND SOCIALISATION) TO INCREASE EFFICIENCY AND ENSURE ALIGNMENT WITH ORGANIZATIONAL GOALS.**

<b>Bid Number</b>	GNP-016-25
<b>Advert Date</b>	01 July 2026
<b>Issuer</b>	South African National Parks
<b>Closing date and time</b>	Date: 23 July 2026 Time: 11:00 am

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

The bid box is generally open 24 hours a day, 7 days a week, at the following 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT**

**ANNEXURE A - PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS</b>				
<b>BID NUMBER:</b>	GNP-016-25	<b>CLOSING DATE:</b>	23 July 2026	<b>CLOSING TIME:</b> 11:00 am
<b>DESCRIPTION</b>	<b>APPOINTMENT OF SPECIALIST CONSULTANT TO PERFORM BUSINESS PROCESS MAPPING (INCLUDING ROLL-OUT AND SOCIALISATION) TO INCREASE EFFICIENCY AND ENSURE ALIGNMENT WITH ORGANIZATIONAL GOALS.</b>			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>				
643 LEYDS STREET, MUCKLENEUK, PRETORIA (MAIN GATE: TENDER BOX)				
<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 bidder 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>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Adolf Manaso		CONTACT PERSON	Irene Sinovich
TELEPHONE NUMBER	012 426 5225		TELEPHONE NUMBER	012 426 5041
E-MAIL ADDRESS	<a href="mailto:Adolf.manaso@sanparks.org">Adolf.manaso@sanparks.org</a>		E-MAIL ADDRESS	<a href="mailto:Irene.Sinovich@sanparks.org">Irene.Sinovich@sanparks.org</a>
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELL PHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

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

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

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR AN SLA.**

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

***Bidders 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>No Briefing Session</b>	There will be no briefing session. Technical questions may be directed to the Project Manager: Irene Sinovich @ <a href="mailto:Irene.Sinovich@sanparks.org">Irene.Sinovich@sanparks.org</a> and SCM-related queries may be directed to Adolf Manaso @ <a href="mailto:Adolf.Manaso@sanparks.org">Adolf.Manaso@sanparks.org</a> . All questions/enquiries must be forwarded in writing not later than 13 days before closing date and time of this bid.	
<b>Bid Validity</b>	<b>Validity Period from Date of Closure:</b>	<b>150 Days</b>
	The tender proposal must remain valid for 150 days after the closing date and time. All proposals/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 and time.	

**CORRESPONDENCES – Queries**

Should it be necessary for a bidder 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 above. 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 Adolf Manaso  
**Tel:** 012 426 5225  
**E-mail address:** [Adolf.Manaso@sanparks.org](mailto:Adolf.Manaso@sanparks.org)

**CONDITIONS AND INSTRUCTIONS TO THE BIDDER**

- a) The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- b) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents.)
- c) Bidders should check the number of pages to satisfy themselves that none are missing or duplicated. SANParks will accept NO liability regarding anything arising from the fact that pages are missing or duplicated.

- d) Counter Conditions: SANParks draws bidders' attention that amendments to any of the Bid Conditions or the setting of counter conditions by bidders will result in the invalidation of such bids.
- e) Response preparation costs: SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
- f) Cancellation prior to awarding: SANParks reserves the right to withdraw and cancel the Bid Invitation before making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objectively determined fair market-related price range or any process impropriety.
- g) Collusion, Fraud and corruption: Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
- h) Fronting: SANParks, in ensuring that bidders conduct themselves in an honest manner, will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SANParks establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from the date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SANParks may have against the bidder concerned.
- i) SANParks reserve a right to conduct due diligence.

**NB: BIDDERS' TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**

**INTENTION TO SELL**

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

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

## **DISCLAIMERS**

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

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

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

## **BID DOCUMENTS**

Bidders must submit the following documents in the bid envelope:

<b>Requirement</b>	<b>Quantity</b>	<b>Format</b>
Original bid document	1	Hard copy
Copy of the original bid document	1	Hard copy
Electronic copy of the full bid submission	1	USB / memory stick

The hard-copy submission must therefore consist of one original bid document and one hard-copy copy of the original.

The original hard copy and the hard-copy copy must be initialled on every page and signed where required.

The USB / memory stick must contain a complete electronic mirror copy of the submitted bid, including the original bid document and all supporting documents, annexures, attachments, certificates, schedules, and any other information submitted as part of the bid.

All three submission components must be placed in the same bid envelope. The hard-copy original, hard-copy copy, and electronic copy will form part of the official bid submission and may be used for evaluation, contract finalisation, and record-keeping purposes.

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

The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements, should the bidder not submit the compliance and governance documents, <b>PAJA</b> will be applied.	
Invitation to Bid (SBD 1) must be fully completed and signed.	(Refer to Annexure A)
Submission of fully completed Pricing Schedule [SBD 3.3]	
Submission of fully completed SBD 4 (Bidder’s disclosure).	(Refer to Annexure B)
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)	(Refer to Annexure C)
Submission of fully completed SBD 7.2 (Contract Form).	(Refer to Annexure D)
Submission of fully completed, signed and initialled GCC (General Conditions of Contract).	(Refer to Annexure E)
Standard Terms and Conditions for Services	(Refer to Annexure F)

**CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE**

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

**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 on 1 July 2021.

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

## THE BIDDING SELECTION PROCESS

### Evaluation phases

#### **Phase 1: Mandatory evaluation criteria**

The bidder must indicate its compliance / non-compliance with 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 bidder being disqualified and not considered for further evaluation on the Technical/Functional evaluation requirements.

#	REQUIREMENT	EVIDENCE / MEASUREMENT METHOD	COMPLY/ NOT COMPLY	COMMENT OR REFERENCE TO PROPOSAL
1	<b>Relevant project track record:</b> The bidder must have successfully completed at least <b>three (3)</b> business process mapping or re-engineering <b>projects</b> for public entities within the past five (5) years . For purposes of this criterion, a “relevant project” means an end-to-end business process mapping and/or re-engineering assignment of similar scope and complexity to this Terms of Reference.	The bidder must submit a minimum of three (3) signed reference letters, each issued by a public-entity client on that client’s official letterhead, for projects completed within the past five (5) years. Each reference letter must confirm at least the following: <ul style="list-style-type: none"> <li>· name of the public entity client,</li> <li>· project title and brief description of the assignment; and</li> <li>· that the assignment involved business process mapping and/or business process re-engineering.</li> </ul>		

**Failure to provide ALL required evidence for EACH mandatory requirement will result in automatic disqualification. Evidence must be clearly labelled and cross-referenced to each requirement.**

**The bidder will only progress to the next phase of the evaluation if all the mandatory criteria above have been met.**

## 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 as follows:

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

### Functionality

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
FUNCTIONALITY	Weight	Points	Points
<b>CRITERIA 1: STRATEGIC APPROACH &amp; METHODOLOGY</b>			
<p><u>What we will measure:</u> The bidder’s understanding of SANParks’ mandate, strategic context, and operational complexity. The quality, innovation, and practicality of the proposed approach to business process mapping and re-engineering, including alignment to Vision 2040 and ERP readiness.</p> <p><u>What will be evaluated:</u></p> <ul style="list-style-type: none"> <li>- The understanding of SANParks’ context (conservation, governance, and public-sector environment).</li> <li>- The robustness and adaptability of the proposed methodology (e.g., BPMN 2.0, Lean Six Sigma etc.).</li> <li>- The integration of innovation and best practices.</li> <li>- The clarity, feasibility, and sequencing of the implementation roadmap.</li> </ul>	35		<p><b>Poor (10 points):</b> Proposal shows <b>no or minimal reference</b> to SANParks’ mandate, Vision 2040, or operational environment.</p> <ul style="list-style-type: none"> <li>• BPM/BPR methodology described <b>in generic terms only</b> (e.g., standard textbook description, not adapted to SANParks).</li> <li>• <b>No reference</b> to ERP alignment or system readiness.</li> <li>• Implementation approach/timeline <b>absent or unrealistic</b> (e.g., no deliverables, milestones, or resource plan).</li> </ul> <p><b>Fair (20 points):</b></p> <p>Proposal includes <b>basic contextual understanding</b>, referencing SANParks’ role or functions in general terms but <b>lacking insight</b> into its complexity or dual mandate (conservation vs commercial).</p> <ul style="list-style-type: none"> <li>• BPM/BPR methodology is</li> </ul>

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
FUNCTIONALITY	Weight	Points	Points
<p><u>In order to perform the evaluation, the bidder must submit:</u></p> <ul style="list-style-type: none"> <li>- Detailed methodology and implementation plan (maximum 20 pages)</li> <li>- Implementation roadmap with milestones and timelines.</li> <li>- Case studies demonstrating innovation and results.</li> <li>-</li> </ul>			<p><b>standard</b> but lacks SANParks-specific adaptation or innovation.</p> <ul style="list-style-type: none"> <li>• Implementation roadmap provided but <b>contains major gaps</b> in sequencing, deliverables, or roles.</li> <li>• Mentions Vision 2040 or ERP, but <b>linkages are weak or unsubstantiated.</b></li> </ul> <p><b>Good (30 points):</b>  Proposal demonstrates <b>clear understanding</b> of SANParks' strategic goals, dual mandate, and operational structure through specific references to documents or initiatives (e.g., Vision 2040, Strategic Plan, ERP readiness).</p> <ul style="list-style-type: none"> <li>• Methodology includes <b>customized elements</b> (e.g., stakeholder engagement tailored to park operations, digital enablement aspects).</li> <li>• Implementation roadmap is <b>structured and time-bound</b>, with defined phases and responsible parties.</li> <li>• ERP alignment and process readiness are <b>explicitly addressed</b> with supporting rationale.</li> </ul> <p><b>Excellent (35 points):</b>  Proposal demonstrates <b>comprehensive and detailed understanding</b> of SANParks' environment, with evidence of prior research or benchmarking against conservation entities.</p> <ul style="list-style-type: none"> <li>• Methodology is <b>innovative, evidence-based, and tailored</b> to SANParks' unique operational model, showing proven results in similar organizations.</li> <li>• Implementation roadmap includes <b>clearly defined deliverables, milestones,</b></li> </ul>

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
FUNCTIONALITY	Weight	Points	Points
			<p><b>dependencies, and quick wins.</b></p> <ul style="list-style-type: none"> <li>• <b>Strong, verifiable alignment</b> to Vision 2040, strategic plan, and ERP readiness roadmap.</li> <li>• Includes <b>documented risk mitigation strategies</b> and measurable success indicators (e.g., KPIs for process efficiency, readiness scores).</li> </ul>
<b>CRITERIA 2: CHANGE MANAGEMENT &amp; STAKEHOLDER ENGAGEMENT</b>			
<p><u>What we will measure:</u> The bidder's ability to manage organisational change, build stakeholder commitment, and sustain adoption of new processes across geographically dispersed operations.</p> <p><u>What will be evaluated:</u></p> <ul style="list-style-type: none"> <li>- Structured and proven change management methodology (Prosci, ADKAR, ACMP, etc.).</li> <li>- Stakeholder segmentation and engagement plan.</li> <li>- Training and capacity-building approach.</li> <li>- Change adoption metrics and sustainability plan.</li> </ul> <p><u>In order to perform the evaluation, the bidder must submit:</u></p> <ul style="list-style-type: none"> <li>- Change management framework or plan template.</li> <li>- Sample stakeholder matrix from previous projects.</li> <li>- Example training materials or capacity-building plan.</li> <li>- Adoption success metrics or evidence of impact.</li> <li>- CV and certification ((Prosci, ADKAR, ACMP) of the change management lead.</li> </ul>	25		<p><b>Poor (10 points):</b> No clear change management strategy; Generic stakeholder approach; Basic or no training plan; No adoption measurement approach, No CV of the change management lead.</p> <p><b>Fair (15 points):</b> Basic change management framework; Some stakeholder segmentation; Standard training approach; Limited adoption methodology, CV of the change management lead.</p> <p><b>Good (20 points):</b> Structured change management approach; Clear stakeholder mapping and engagement plan; Comprehensive training strategy; Defined adoption metrics; Addresses geographic distribution challenges, CV of the change management lead.</p> <p><b>Excellent (25 points):</b> Proven change management methodology (Prosci, ADKAR, etc.); Detailed stakeholder analysis with tailored approaches; Multi-modal training for different user groups; Clear adoption metrics and sustainment plan; Specific strategies for remote locations;</p>

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
FUNCTIONALITY	Weight	Points	Points
			Addresses resistance management; Post-implementation support included, CV of the change management lead.
<b>CRITERIA 3: TECHNICAL CAPABILITY &amp; DELIVERY IN COMPLEX ENVIRONMENTS</b>			
<p><u>What we will measure:</u> The bidder's demonstrated technical competence and experience in delivering large-scale, complex business process mapping and re-engineering initiatives in public-sector contexts.</p> <p><u>What will be evaluated:</u></p> <ul style="list-style-type: none"> <li>- The scale and complexity of previous projects.</li> <li>- Demonstrated measurable outcomes (efficiency gains, cost savings, optimisation).</li> <li>- ERP readiness or pre-ERP project experience.</li> <li>- Strength and certification of the proposed technical team.</li> <li>- Value-added services or digital enablers provided.</li> </ul> <p><u>In order to perform the evaluation, the bidder must submit:</u></p> <ul style="list-style-type: none"> <li>- Project portfolio indicating project scale and client type.</li> <li>- Reference letters or completion certificates confirming ERP/system readiness experience.</li> <li>- Benefits realisation or performance reports.</li> <li>- CVs of 3 technical team members with BPM/Lean Six Sigma/ERP certifications.</li> </ul>	30		<p><b>Poor (5 points):</b> Small scale projects only (under 50 processes); No measurable results provided; No additional value offerings; Single department/division experience only, No CVs of the 3 technical team members.</p> <p><b>Fair (15 points):</b> Medium-scale projects (50-150 processes); Some results but not quantified; Minimal value-adds; Limited cross-functional experience, CVs of the 3 technical team members.</p> <p><b>Good (25 points):</b> Large-scale projects (150-300 processes); Clear, measurable results achieved; Good value-added offerings; multi-departmental integration experience; Some public entity transformation experience, CVs of the 3 technical team members.</p> <p><b>Excellent (30 points):</b> Enterprise-wide transformations (300+ processes); Exceptional quantified results (efficiency gains, cost savings); Significant value-adds (automation recommendations, digital tools); Complex stakeholder environments mastered; Multiple successful public entity transformations; Process optimisation metrics provided,</p>

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
FUNCTIONALITY	Weight	Points	Points
<ul style="list-style-type: none"> <li>- Value-add service catalogue (automation, analytics, knowledge transfer).</li> </ul>			CVs of the 3 technical team members.
<p><b>Relevant project track record:</b> The bidder must have successfully completed at least <b>three (3)</b> business process mapping or re-engineering <b>projects</b> for public entities within the past five (5) years. For purposes of this criterion, a “relevant project” means an end-to-end business process mapping and/or re-engineering assignment of similar scope and complexity to this Terms of Reference.</p> <p>In order to perform the evaluation, the bidder must submit:</p> <p>The bidder must submit signed reference letters, each issued by a public-entity client on that client’s official letterhead, for projects completed within the past five (5) years. Each reference letter must confirm at least the following:</p> <ul style="list-style-type: none"> <li>· name of the public entity client,</li> <li>· project title and brief description of the assignment; and</li> <li>· that the assignment involved business process mapping and/or business process re-engineering.</li> </ul>	10		<p><b>Poor (3 points):</b> 3 reference letters submitted.</p> <p><b>Fair (5 points):</b> 4 reference letters submitted.</p> <p><b>Good (8 points):</b> 5 reference letters submitted.</p> <p><b>Excellent (10 points):</b> 6 or more reference letters submitted.</p>
<b>Total points</b>	<b><u>100</u></b>		

## REASONS FOR DISQUALIFICATION

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

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply);
- submitted incomplete information and documentation according to the requirements of this RFB document.
- submitted information that is fraudulent, factually untrue or inaccurate.
- received information not available to other potential bidders through fraudulent means.
- failed to comply with [**technical/mandatory or both requirements**] as stipulated in the RFB document.
- misrepresented or altered material information in whatever way or manner.
- promised, offered or made gifts, benefits to any SANParks employee.
- canvassed, lobbied in order to gain unfair advantage.
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

**TERMS OF REFERENCE – APPOINTMENT OF SPECIALIST CONSULTANT TO PERFORM BUSINESS PROCESS MAPPING (INCLUDING ROLL-OUT AND SOCIALISATION) TO INCREASE EFFICIENCY AND ENSURE ALIGNMENT WITH ORGANIZATIONAL GOALS.**

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**1. INTRODUCTION TO SANPARKS**

SANParks was initially established in terms of the now-repealed National Parks Act, 57 of 1976 and continues 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 3A public entity.

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

Our mandate is to conserve, manage and expand South Africa’s national parks, protecting biodiversity and cultural heritage while enabling responsible nature-based tourism and public benefit..

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

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

<b>Region</b>	<b>Regional Office</b>	<b>Parks managed</b>
Arid Region	Upington	Kgalagadi Transfrontier Park, Augrabies Falls, Ai-Ais/Richtersveld, Namaqua, Mokala National Parks
Cape Region	Cape Town	Table Mountain, Agulhas, West Coast, Tankwa Karoo, Bontebok National Parks
Garden Route	Knysna	Garden Route National Park (comprising Tsitsikamma, Knysna Forests, Wilderness, Knysna Estuary)
Frontier Region	Port Elizabeth	Addo Elephant, Camdeboo, Mountain Zebra, Karoo National Parks
Northern Region	Pretoria, Head Office	Golden Gate Highlands, Marakele, Mapungubwe National Parks
Kruger National Park	Skukuza	Kruger National Park’s numerous camps
Administrative		Groenkloof (Head Office)

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

## **2. GOVERNANCE AND BUSINESS UNIT RESPONSIBLE FOR THE BID**

The Chief Executive Officer (CEO) is spearheading a strategic project to improve SANParks' business and financial management processes and systems and will serve as the Project Sponsor for this initiative, providing overall direction and strategic oversight on behalf of the SANParks EXCO and Board. As sponsor, the CEO will ensure that the initiative aligns with SANParks' transformation agenda, strengthens governance and compliance, and supports long-term organisational sustainability.

The project is being executed collaboratively between the Chief Operating Officer (COO), the Chief Financial Officer (CFO), and the Head: Human Capital Management (HCM). Each plays a distinct yet interdependent role to ensure an integrated approach. The COO leads the operational, strategic, and ICT dimensions; the CFO oversees financial governance, budgeting, procurement, and contract management, and the Head: HCM provides leadership on human capital processes and organisational change, ensuring that workforce planning, accountability structures, and capacity-building elements are embedded in the redesign. A Project Steering Committee (PSC) will oversee and direct the execution of the project, which will also ensure sound cross-divisional alignment, collaboration, and consistent implementation across all divisions.

Project management will be located in the Office of the COO. The COO Office will coordinate the day-to-day delivery of the initiative, manage project resources, oversee stakeholder engagement, and ensure adherence to timelines and milestones.

Reporting and oversight will be done through SANParks' existing governance mechanisms, including EXCO and formal approval to the Board.

## **3. CONTEXT OF THIS PROCUREMENT**

### **3.1 Institutional Background**

South African National Parks (SANParks) is a Schedule 3A public entity reporting to the Department of Forestry, Fisheries and the Environment (DFFE). It operates within a comprehensive statutory framework that includes the Public Finance Management Act (PFMA), the associated Treasury Regulations, the National Environmental Management:

Protected Areas Act (NEMPAA), and other applicable governance instruments. As a public entity, SANParks is required to uphold the highest standards of financial management, accountability, and service delivery while advancing its core conservation and tourism mandate.

This procurement forms part of SANParks' broader transformation agenda and is directly linked to the organisation's long-term vision, Vision 2040. Vision 2040 positions SANParks as an agile, caring, and responsive organisation that delivers sustainable conservation outcomes and inclusive socio-economic benefits. The current initiative supports this objective by addressing structural, process, and compliance challenges that constrain organisational performance, ensuring that SANParks' operating model evolves in line with its strategic direction and stakeholder expectations.

### **3.2 Purpose of the Assignment**

The purpose of this assignment is to strengthen SANParks' business and financial management capabilities through an organisation-wide process re-engineering exercise. The project seeks to ensure that **end-to-end enterprise-wide business planning, budgeting, execution, monitoring, and reporting processes** are integrated, efficient, and compliant with all relevant legislative and governance requirements.

A critical outcome of this work is to lay the foundation for a future Enterprise Resource Planning (ERP) system by standardising business processes, clarifying accountabilities, and ensuring seamless information flows across functional areas. The initiative aims to enhance operational efficiency, improve decision-making, and strengthen organisational accountability and governance. It also seeks to deliver tangible short-term improvements while positioning SANParks for sustained transformation and digital readiness.

### **3.3 Project Phasing Overview**

To ensure depth, focus, and manageable implementation, the project will be executed in two sequential but interconnected phases.

#### **Phase 1 - Core Functional Re-engineering (HCM, SCM and Finance):**

This phase will address the organisation's most critical and high-risk business areas, focusing on Human Capital Management, Supply Chain Management, and Finance. It will diagnose performance and compliance challenges, streamline processes, and deliver immediate improvements that establish the foundation for broader organisational reform.

## **Phase 2 - Enterprise-wide Re-engineering (Remaining Divisions):**

The second phase will extend the re-engineering framework across all other divisions, ensuring consistent standards, cross-functional alignment, and full enterprise integration. Lessons from Phase 1 will inform the design of a coherent, agile, caring, and responsive operating model aligned with SANParks' Vision 2040.

## **4. SCOPE OF WORK**

### **4.1 PHASE 1: Core Functional Re-Engineering (HCM, SCM and Finance)**

#### **4.1.1 Current-State (“As-Is”) Assessment**

The service provider must:

- Map and document all HCM, SCM, and Finance processes using BPMN 2.0 or an equivalent standard.
- Conduct an organisation-wide assessment of any available and existing Business Process Maps (BPMs) and review existing and develop Standard Operating Procedures (SOPs) where necessary.
- Identify inefficiencies, overlaps, bottlenecks, accountability gaps, and control weaknesses across mapped processes.
- Identify misalignments between strategic and operational planning instruments and related processes that enable the organisation to achieve its deliverables.
- Review compliance with the PFMA, Treasury Regulations, and internal frameworks.
- Assess technology utilisation, data-management practices, and overall digital readiness.
- Map system-enabled (digitalised) processes to understand how existing applications support or constrain workflow efficiency. This review must be conducted from a user-perspective and will not extend to system design or architecture. Where systems are found to be obsolete or a constraint, such limitations must be reflected in the process analysis and addressed through re-engineered business processes rather than through technical system redesign.
- Analyse interdependencies between core and support processes to determine integration requirements and ensure operational execution is cohesive across SANParks' functional areas.

#### **4.1.2 Diagnostic Review and Gap Analysis**

The service provider must:

- Analyse accountability structures, decision pathways, and delegation frameworks.
- Assess performance constraints and workflow inefficiencies.
- Identify misalignments between strategic planning, budgeting, and operational execution.
- Conduct a root-cause analysis of compliance and performance risks.
- Develop a diagnostic report with gap-closure recommendations and prioritised quick-win actions.

#### **4.1.3 Re-Engineering (“To-Be”) Design**

The service provider must:

- Design optimised, standardised, and integrated processes for HCM, SCM, and Finance.
- Define clear roles, responsibilities, and decision pathways supported by RACI/RASCI matrices.
- Incorporate ERP-readiness and data-integration requirements into redesigned processes.
- Propose both short-term process improvements and long-term structural reforms.
- Ensure that redesigned processes address accountability, performance, and control requirements.

#### **4.1.4 Validation and Change Enablement**

The service provider must:

- Conduct validation workshops with divisional teams and selected park clusters to confirm the accuracy and practicality of redesigned processes.
- Develop targeted change-management and communication plans to support adoption and build institutional ownership.
- Produce user-friendly materials (e.g., process maps, wall charts, visual aids) for reference and training.
- Establish feedback mechanisms to capture lessons learned for use in Phase 2.

### **4.2 PHASE 2: Enterprise-Wide Re-Engineering (Remaining Divisions)**

Phase 2 will extend the re-engineering process to all remaining SANParks divisions to ensure enterprise-wide alignment, integration, and performance improvement. It will build

on the foundations established in Phase 1 to achieve full organisational coherence and operational optimisation.

#### **4.2.1 Current-State (“As-Is”) Expansion**

- Extend the diagnostic review to all remaining divisions and functions, i.e. the whole enterprise, including Conservation, Tourism and Socio-Economic Transformation, KNP and the Parks Division.
- Map and document cross-functional processes, interfaces, and interdependencies with HCM, SCM, and Finance, amongst others.
- Map system-enabled (digitalised) processes to understand how existing applications support or constrain workflow efficiency
- Identify inefficiencies, overlaps, and integration barriers affecting enterprise performance.
- Assess operational practices across head office, regional, and park levels to capture actual workflows.

#### **4.2.2 Organisational and Governance Review**

- Evaluate organisational structure, policy frameworks, and governance arrangements.
- Assess the effectiveness of decision-making structures, reporting lines, and coordination mechanisms.
- Identify opportunities for simplification, alignment, and policy harmonisation.
- Recommend governance and structural adjustments to strengthen accountability and responsiveness.

#### **4.2.3 Future-State (“To-Be”) Design**

- Develop an integrated, organisation-wide operating model that aligns all divisions with SANParks’ strategic intent and governance framework.
- Align divisional and functional processes with enterprise strategy and the ERP roadmap.
- Define governance and accountability structures to support the re-engineered operating model.
- Ensure standardisation and interoperability of processes to enable digital transformation and service delivery efficiency.

#### **4.2.4 Change Management and Capacity Building**

- Expand engagement to all divisions, regional offices, and park operations.
- Deliver targeted training and knowledge-transfer programmes to support adoption and sustainability.
- Develop user-friendly process documentation, visual materials, and reference guides.
- Embed institutional capability to maintain and continuously improve the new operating model.

## **5. METHODOLOGY AND DOCUMENTATION STANDARDS**

The service provider must apply a structured and technically sound methodology to the mapping, analysis, and re-engineering of SANParks' business processes. The approach must conform to recognised business process management (BPM) standards to ensure that all process artefacts are consistent, comparable, and ERP-ready.

- Use Business Process Model and Notation (BPMN) 2.0 (or equivalent standard) to model all processes at appropriate levels of granularity, including end-to-end, cross-functional, and sub-process views.
- Ensure each process map clearly defines process boundaries, triggers, inputs, outputs, roles, systems, decision points, and control activities.
- Document process dependencies, data flows, and integration points between divisions, ensuring full visibility of linkages across SANParks' operating model.
- Apply RACI/RASCI frameworks to all mapped processes to clarify role accountability, decision authority, and segregation of duties.
- Embed compliance and control checkpoints directly within process maps, referencing PFMA, Treasury Regulations, internal policies, and other statutory requirements.
- Include risk identification and mitigation measures within each process, specifying where risks may arise and how they are managed or controlled.
- Establish a version-controlled process repository to store, manage, and track all process artefacts, ensuring change traceability and institutional continuity.
- Develop process maturity assessments and capability ratings to inform prioritisation of re-engineering interventions and continuous improvement efforts.

- Ensure all documentation and process artefacts are delivered in editable, interoperable formats (e.g., Visio, ARIS, Bizagi, Excel, or equivalent) that allow future modification and integration with the ERP design environment.

## **6. DELIVERABLES**

The service provider must produce the following deliverables across both project phases.

All outputs must be delivered in editable, version-controlled formats (e.g. MS Word, Excel, Visio or equivalent) and must be formally validated and signed off by SANParks before progression to subsequent stages.

### **6.1 Project Inception**

- **Inception Report and Project Charter:** confirmation of scope, methodology, governance and reporting arrangements, project-management approach, stakeholder-engagement and change-management plan, risk register, and detailed implementation schedule.

### **6.2 “As-Is” Baseline Business Process Maps**

- **Current-State (“As-Is”) Assessment: Phase 1-** comprehensive mapping of HCM, SCM and Finance processes using BPMN 2.0, documenting process boundaries, interfaces, data flows, controls, and dependencies.
- **Current-State (“As-Is”) Expansion: Phase 2 -** extension of the baseline assessment to all remaining divisions, capturing cross-functional linkages and enterprise interdependencies.

### **6.3 Diagnostic and Analysis Deliverables**

These deliverables form the analytical bridge between the “As-Is” baseline and the re-engineered (“To-Be”) state, identifying performance gaps, compliance risks, and improvement opportunities.

#### **Phase 1: HCM, SCM and Finance**

- **Process Diagnostic and Root-Cause Analysis:** evaluation of the three core functions to identify bottlenecks, duplications, control weaknesses, non-compliance, and systemic causes of inefficiency, validated through field consultation.

- **Gap Analysis and Improvement Opportunities:** structured comparison of current performance against best practice, legislative requirements, and SANParks' strategic objectives, highlighting reform priorities.
- **Strategic Alignment and Governance Review:** assessment of alignment between operational processes and Vision 2040, the 5-Year Strategic Plan, and Annual Performance Plan, identifying misalignments between strategy, budgeting, and execution.
- **Preliminary Recommendations and Quick-Win Opportunities:** prioritised set of short-term interventions to address critical issues ahead of full re-engineering.

#### **Phase 2: Remaining Divisions**

- **Process Diagnostic and Root-Cause Analysis:** application of the same analytical framework across all other divisions, identifying performance constraints, inefficiencies, and control weaknesses.
- **Gap Analysis and Improvement Opportunities:** assessment of divisional and cross-functional processes to identify overlaps, handoff failures, and integration challenges with Phase 1 functions.
- **Strategic Alignment and Governance Review:** evaluation of decision-making effectiveness, policy coherence, and compliance with PFMA, Treasury Regulations and internal directives.
- **Consolidated Diagnostic Report:** enterprise-wide synthesis of Phase 1 and Phase 2 findings forming the analytical foundation for re-engineering.
- **Alignment Report (Combined Phases):** integrated analysis linking business processes, governance mechanisms, and compliance frameworks, showing how diagnostic insights inform the future operating model.

#### **6.4 Re-engineering (“To-Be”) Design Deliverables**

These define the redesigned operating models for both phases and ensure ERP-readiness, governance alignment, and practical implementability.

##### **Phase 1: HCM, SCM and Finance**

- **Re-engineered Core Business Model:** optimised, standardised processes for the three core functions; defined roles, responsibilities, control points, and integration requirements.
- **ERP-Readiness and Data-Flow Documentation:** detailed mapping of system touchpoints, interfaces, and integration dependencies.

- **Quick-Win Implementation Plan:** short-term, high-impact reforms with assigned ownership, sequencing, and resource implications.

#### **Phase 2: Remaining Divisions**

- **Re-engineered Enterprise-Wide Operating Model:** extension of re-engineering to all other divisions; integration of divisional processes with Phase 1 outputs to create a single enterprise framework.
- **Governance and Accountability Framework:** consolidated structure defining decision pathways, delegation boundaries, and control responsibilities.
- **Strategic and ERP Alignment Matrix:** mapping of redesigned processes to SANParks' strategic intent and ERP architecture.

#### **Combined Phases**

- **Implementation Roadmap:** phased reform plan setting out sequencing, dependencies, ERP linkages, resource requirements, and milestones for full organisational roll-out.

### **6.5 Change Management and Validation Deliverables**

- **Stakeholder Engagement and Change-Management Plan:** structured engagement framework covering consultation milestones, communication methods, and adoption metrics.
- **Training and Capacity-Building Resources:** user manuals, facilitator guides, and materials supporting skills transfer and institutional ownership.
- **Visual and Communication Tools:** wall maps, posters, and process toolkits illustrating redesigned workflows for internal dissemination.

### **6.6 Reporting and Sign-off Reports**

- Progress and Governance Reports
- Board / EXCO Briefing Packs
- Validation and Sign-off Packages.

## **TIMEFRAME AND BUDGET**

The contract period will commence on the date that both parties sign the contract and will remain in force for a duration of **twenty-four (24) months**. The assignment represents a comprehensive, organisation-wide initiative that will require sustained engagement, substantial resourcing, and phased delivery over the contract period.

Service providers are expected to plan and cost accordingly, taking into account the scale and complexity of the work, the multi-divisional scope, and the level of consultation required across SANParks' operations.

The pricing proposal must clearly reflect the total cost of the project, broken down by phase, deliverable, and milestone. Costing must be transparent and aligned with the phased implementation framework, enabling SANParks to assess value relative to outputs.

In line with SANParks' SCM policies and public-sector financial regulations, payments will be made strictly based on approved deliverables and formal validation by the PSC. No advance or interim payments will be considered outside of the agreed deliverable-based milestones.

**DETAILED PRICING 3.3 (Professional Services)**

Bidders are required to provide a detailed and comprehensive price proposal i.e., all costs associated the bidder's proposal must be clearly specified and included in the Total Bid Price.

*Price quoted is fully inclusive of all costs, including disbursements and other overheads, delivery to the specified SANParks Business Unit geographical address and includes value-added tax, income tax, unemployment insurance fund contributions, and skills development levies.*

*Price changes, whether as a result of CPI, PPI, extensions or expansions will be allowed in terms of the signed contract by both parties.*

TOTAL BID PRICE FOR A PERIOD OF 24 MONTHS (VAT Inclusive):

R.....

**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 bidder, have a relationship with any person who is employed by the procuring institution? **YES / NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

1.1 I have read and I understand the contents of this disclosure;

1.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

- 1.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 1.4 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.
- 1.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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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.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## Annexure C -SBD 6.1

### 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**

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#### 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 applicable preference point system for this tender is the 80/20 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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<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).

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## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

•

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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 80 points is allocated for price on the following basis:

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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, the 80/20 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 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, the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p><b><u>SPECIFIC GOAL 1</u></b> Promotion of enterprises owned by black people with at least 51% shareholding or more.</p> <p><b>Bidders are required to submit a valid B-BBEE Certificate or Sworn Affidavit for their company, which must be valid as at the closing date and time of the bid</b></p>	<p><b>Total Points: 10:</b> 91% to 100% = 10 81% to 90% = 8 71% to 80% = 6 61% to 70% = 4 51% to 60% = 2 Less than 50% = 0</p>	
<p><b><u>SPECIFIC GOAL 2</u></b> Preference to enterprises owned by women with at least 30% shareholding.</p> <p><b>Bidders are required to submit a valid B-BBEE Certificate or Sworn Affidavit for their company, which must be valid as at the closing date and time of the bid</b></p>	<p><b>Total Points 5</b> 80% to 100% = 5 50% to 79% = 3 30% to 49% = 2 Less than 30% = 0</p>	
<p><b><u>SPECIFIC GOAL 3</u></b> Preference to enterprises owned by at least 51% black people with disabilities. <b>Bidders are required to submit a valid B-BBEE Certificate or Sworn Affidavit for their company, which must be valid as at the closing date and time of the bid</b> (The B-BBEE certificate or sworn affidavit should explicitly indicate the black people with disabilities)</p>	<p><b>Total Points: 5</b> 90% to 100% = 5 70% to 89% = 3 51% to 69% = 2 Less than 50% = 0</p>	
<b>Total Points for Specific Goals 20</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 proprietorship
- 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.

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

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
  
2. An official order indicating service delivery instructions is forthcoming.
  
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## Annexure E-GENERAL CONDITIONS OF CONTRACT

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

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

GCC1	<p><b>1. Definitions - The following terms shall be interpreted as indicated:</b></p>
	<p>1.1. “<b>Closing time</b>” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. “<b>Contract</b>” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. “<b>Contract price</b>” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. “<b>Corrupt practice</b>” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. “<b>Countervailing duties</b>” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. “<b>Country of origin</b>” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. “<b>Day</b>” means calendar day.</p> <p>1.8. “<b>Delivery</b>” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. “<b>Delivery ex stock</b>” means immediate delivery directly from stock</p>

actually on hand.

- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** mean the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **"Project site"**, where applicable, means the place indicated in bidding documents.

	<p>1.21. <b>“Purchaser”</b> means the organization purchasing the goods.</p> <p>1.22. <b>“Republic”</b> means the Republic of South Africa.</p> <p>1.23. <b>“SCC”</b> means the Special Conditions of Contract.</p> <p>1.24. <b>“Services”</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. <b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	<b>2. Application</b>
	<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	<b>3. General</b>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	<b>4. Standards</b>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<b>5. Use of contract documents and information</b>
	<p>5.1. The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person</p>

	<p>other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	<b>6. Patent rights</b>
	<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2 a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>

GCC8	<p><b>8. Inspections, tests and analyses</b></p>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	<p><b>9. Packing</b></p>
	<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</p>

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

	<p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	<b>14. Spare parts</b>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC15	<b>15. Warranty</b>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the</p>

	<p>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	<b>16. Payment</b>
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	<b>17. Prices</b>
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	<b>18. Contract amendment</b>
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	<b>19. Assignment</b>
	<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
GCC20	<b>20. Subcontract</b>
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified</p>

	<p>in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract</p>
GCC21	<p><b>21. Delays in supplier's performance</b></p>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	<p><b>22. Penalties</b></p>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s)</p>

	<p>specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	<p><b>23. Termination for default</b></p>
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise 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</p>

	<p>Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. The date of commencement of the restriction</p> <p>23.6.3. The period of restriction; and</p> <p>23.6.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	<p><b>24. Anti-dumping and countervailing duties and rights</b></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><b>25. Force Majeure</b></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	<b>26. Termination for insolvency</b>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
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	<b>31. Notices</b>
	<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	<b>32. Taxes and duties</b>
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks must be in possession of a tax clearance certificate, submitted by</p>

	the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	<b>33. National Industrial Participation Programme</b>
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	<b>34. Prohibition of restrictive practices</b>
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
	<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>
	<b>Copyright and Intellectual Property</b>

	<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 survive 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>

- (a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent.
- (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
- (c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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

- (a) Disclose the confidential information to any third party, or
- (b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,

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.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

- (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 is 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.