INVITATION TO BID

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

<table>
<thead>
<tr>
<th>RFB NUMBER:</th>
<th>GNP-012-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVERTISEMENT DATE:</td>
<td>04 AUGUST 2017</td>
</tr>
<tr>
<td>CLOSING DATE:</td>
<td>30 AUGUST 2017</td>
</tr>
<tr>
<td>CLOSING TIME:</td>
<td>11:00 AM</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION:</td>
<td>DATE: 11 AUGUST 2017  TIME: 11H00</td>
</tr>
<tr>
<td>BID VALIDITY PERIOD:</td>
<td>90 days (commencing from the RFP Closing Date)</td>
</tr>
<tr>
<td>DESCRIPTION OF BID:</td>
<td>ADVERTISEMENT: BID INVITATION FOR SERVICE PROVIDER FOR THE RENTAL OF EARTH MOVING EQUIPMENT FOR 5 YEARS FOR SANPARKS</td>
</tr>
<tr>
<td>COMPULSORY CLARIFICATION SESSION ADDRESS</td>
<td>SOUTH AFRICA NATIONAL PARK 643 Leyds Street, Muckleneuk, Groenkloof, Pretoria, 0002</td>
</tr>
<tr>
<td>BID DOCUMENTS DELIVERY ADDRESS</td>
<td>SOUTH AFRICA NATIONAL PARK 643 Leyds Street, Muckleneuk, Groenkloof, Pretoria, 0002</td>
</tr>
</tbody>
</table>

For Attention: Ms Elisa Ntsatsi Makwa

NB: Bidders must ensure that they sign the register at the park when submitting the bids.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

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.

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 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
## THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>…………………………………………………………………………………………………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>POSTAL ADDRESS</td>
<td>…………………………………………………………………………………………………………………</td>
</tr>
<tr>
<td>STREET ADDRESS</td>
<td>…………………………………………………………………………………………………………………</td>
</tr>
<tr>
<td>TELEPHONE NUMBER</td>
<td>CODE…………..NUMBER……………………………………………………………………………………</td>
</tr>
<tr>
<td>CELLPHONE NUMBER</td>
<td>…………………………………………………………………………………………………………………</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td>CODE…………..NUMBER……………………………………………………………………………………</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td>…………………………………………………………………………………………………………………</td>
</tr>
<tr>
<td>VAT REGISTRATION NUMBER</td>
<td>…………………………………………………………………………………………………………………</td>
</tr>
</tbody>
</table>

**HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)**

- [ ] YES or NO

**HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)**

- [ ] YES
- [ ] NO

**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

- [ ] AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA);
- [ ] A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
- [ ] A REGISTERED AUDITOR

[ ] TİCK APPLICABLE BOX

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

**ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?**

- [ ] YES or NO

**SIGNATURE OF BIDDER**

- …………………………………………………………………………………………………………………

**DATE**

- …………………………………………………………………………………………………………………

**CAPACITY UNDER WHICH THIS BID IS SIGNED**

- …………………………………………………………………………………………………………………

**TOTAL BID PRICE: R……………………………………………………………………………………**

(Total bid price including VAT and any other charges)

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

- **Department:** South African National parks
- **Contact Person:** Ms Elisa Ntsatsi Makwa
- **Tel:** 012 426 5260
- **E-mail address:** elisa.makwa@sanparks.org

---

Request for Bid SANParks – Earth Moving Equipment
CONDITIONS AND UNDERTAKINGS BY BIDDER

a. The Bid forms should not be retyped or redrafted but photocopies may be prepared and used. However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.

b. Black ink should be used when completing Bid documents.

c. Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.

d. I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SANParks on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.

e. I/We agree that –

f. the offer herein shall remain binding upon me/us and open for acceptance by SANParks during the validity period indicated and calculated from the closing hour and date of the Bid;

g. the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature(s) of Bidder or assignee(s) ........................................... Date ...........................................

Name of signing person (in block letters) ...........................................

Capacity ............................................................................

Are you duly authorized to sign this bid? Yes/No

Name of Bidder [company name] (in block letters) ...........................................

Postal address (in block letters) ...........................................

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters) ...........................................

Telephone Number: ........................................... Fax Number ...........................................

Cell Number: ........................................... Email Address ...........................................
INSTRUCTIONS TO BIDDER

1 Confidential information disclosure notice
1.1 This document may contain confidential information that is the property of South African National Parks (SANParks).
1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from SANParks.
1.3 All copyright and Intellectual Property herein vests with SANParks.

2 Introduction
2.1 Purpose
2.1.1 The purpose of this Request for Bid (RFP) is an invitation to potential suppliers (hereinafter referred to as “Bidders”) to submit Bids for the items/products/solutions as detailed under Annex A: Technical/solution specification.

2.2 Objectives
2.2.1 The following objectives must be achieved with the implementation of the above required solution:

2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, SANParks intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (90/10).

2.3 Queries
2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFP document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within SANParks be approached for any information. Any such action may result to disqualification of a response submitted in response to the RFP. SANParks reserves the right to place responses to such queries on the website.

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of Query</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms Elisa Ntsatsi Makwa</td>
<td>Bid Queries</td>
<td><a href="mailto:elisa.makwa@sanparks.org">elisa.makwa@sanparks.org</a></td>
</tr>
</tbody>
</table>

Enquiries should reference specific paragraph numbers, where appropriate.
All questions/enquiries must be forwarded in writing not later than 25 August 2017 at 11h00.
Questions/enquiries received after 11h00 on 25 August 2017 at 11h00 will not be considered.

Bidders are not allowed to contact any other SANParks staff in the context of this tender other that the indicated official under 2.3.1.
2.4 Bid Documents

2.4.1 Bids must be hand delivered or (if couriered) reach to SANParks by no later than 11h00; 30 August 2017.

2.4.2 Bid documents must contain one original document, initialled on each page, and signed where required and 02 (Two) copies thereof (two separate envelops: one for financials and the other for Technical document).

2.4.3 A digital version on CD/DVD must be provided of all tender documentation and brochures, within the Bid envelope.

3 General rules and instructions

3.1 Confidentiality

3.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.

3.1.2 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SANParks (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent SANParks’ confidential information coming into the possession of unauthorised third parties. In protecting the receiving party’s confidential information, SANParks shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

3.1.5 Any documentation, software or records relating to confidential information of SANParks, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
3.1.5.1 Shall be deemed to form part of the confidential information of SANParks;
3.1.5.2 Shall be deemed to be the property of SANParks;
3.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
3.1.5.4 Shall be surrendered to SANParks on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3.2 News and press releases
3.2.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with SANParks.

3.3 Precedence of documents
3.3.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
3.3.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SANParks may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SANParks.
3.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of SANParks as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the SANParks in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

3.4 Preferential Procurement Reform
3.4.1 SANParks supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, SANParks insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
3.4.2 SANParks shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2011 to this proposal.
3.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity (Annex C).
3.5 **Security clearances**

3.5.1 Employees and subcontractors of the Bidders may be required to be in possession of valid security clearances to the level determined by NIA or/and SANParks commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The Bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

3.6 **Occupational Injuries and Diseases Act 13 of 1993**

3.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 (“COIDA”) and that the cover shall remain in force for the duration of the adjudication of this bid and/or subsequent agreement. SANParks reserves the right to request the Bidder to submit documentary proof of the Bidder’s registration and “good standing” with the Compensation Fund, or similar proof acceptable to SANParks.

3.7 **Instructions for submitting a proposal**

3.7.1 One (1) original, One (1) hard copy of the Bid shall be submitted on the date of closure of the Bid.

3.7.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

3.7.3 Bid must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to **Ms. Elisa Ntsatsi Makwa**.

3.7.4 Bid must be submitted on or before **11h00; 30 August 2017 not later than 11h00**. The bids must be dropped in the tender box at the **South African National Parks – 643 Leyds Street, Muckleneuk, Pretoria, Groenkloof Park**. SANParks receives a lot of correspondence on a daily basis. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the gate. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.

3.7.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.

3.7.6 Bids received after the time stipulated shall not be considered.

3.7.7 Bid responses sent by courier must reach this office at least **36 hours** before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a “late proposal” and shall not be entertained. Such proposal shall be returned to the respective Bidders.

3.7.8 **No proposal shall be accepted by SANPARKS if submitted in any manner other than as prescribed above.**
4 Reasons for disqualification
4.1 SANParks reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
4.1.2 Bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid;
4.1.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFP;
4.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc;
4.1.5 Bidders who received information not available to other bidders through fraudulent means;
4.1.6 Bidders who do not comply with mandatory requirements as stipulated in this RFP.
4.1.7 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
4.1.8 Bidders who are listed on the National Treasury’s database of restricted suppliers

5 Closing of Bid
5.1 There shall be no public opening of the Bid received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of SANParks. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
5.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.
5.2.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

6 Bid preparation
6.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.
6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed RFP Response Format.

7 Oral presentations and briefing sessions
7.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SANParks. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SANParks shall schedule the time and location of these presentations. Oral presentations are an option of SANParks and may or may not be conducted.
8 Evaluation Criteria for B-BBEE

8.1 Points awarded for B-BBEE Status Level of Contribution.

8.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
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<td>5</td>
<td>4</td>
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<tr>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

8.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

8.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

8.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

8.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

8.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

8.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
8.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

9 Evaluation criteria and methodology

9.1 Functional evaluation criteria

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service.

When inviting bids, SANParks indicates:

(i) whether the bids will be evaluated on functionality;
(ii) the evaluation criteria for measuring functionality;
(iii) the weight of each criterion; and
(iv) the applicable values as well as the minimum threshold for functionality.

### FUNCTIONAL / TECHNICAL EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Categories</th>
<th>Threshold</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PHASE 1: MANDATORY / MINIMUM REQUIREMENTS - COMPLIANCE SCREENING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In this phase All bids received will be verified for compliance and completeness of the submitted proposal per the set of mandatory requirements on page 18. Bidders who comply with the listed requirements progresses to the next phase of evaluation.</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td><strong>PHASE 2: FUNCTIONAL EVALUATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>STAGE 1: TECHNICAL EVALUATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• PLANT AND EQUIPMENT (60)</td>
<td>70% for KNP and 70% for Kgalagadi</td>
<td>100</td>
</tr>
<tr>
<td>• PLANT RENTAL EXPERIENCE (20)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• QUALITY AND TIME PERFORMANCE OF CONTRACTS (20)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>STAGE 2: PRICE AND PREFERENCE (B-BBEE)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price (Interest Rate)</td>
<td>90%</td>
<td>100</td>
</tr>
<tr>
<td>B-BBEE (SANParks invite bid from service providers who are BEE Level 1 up to Level 2. No service provider of BEE Level of over and above level 2 will be considered for this bid – Include a BEE Certificate of level 1 or 2 for compliance to this requirement).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This bid will be evaluated on Functionality according to the criteria and weighting as listed in the table above. 70% for KNP and 70% for Kgalagadi, minimum functionality score will qualify the bid to move on to the next phase where PPPFA evaluation principle shall be applied, which is Price and Preference evaluation.
9.2 **Price and preference evaluation criteria**

Subsequent to the eligibility screening phase, the second phase of evaluation of the Bids shall be based on the 90/10 PPPFA principle and the points for evaluation criteria are as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Price points</td>
<td>90</td>
</tr>
<tr>
<td>Preferential points/BEE</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100 points</strong></td>
</tr>
</tbody>
</table>

All Bid received shall be evaluated by a panel using the preference points system as stipulated in the Preferential Procurement Regulations.
RENTAL OF EARTH MOVING EQUIPMENT TO SOUTH AFRICAN NATIONAL PARKS, KRUGER NATIONAL PARK AND KGALAGADI NATIONAL PARK FOR THE PERIOD OF 5 (FIVE) YEARS
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Appendix 3: DECLARATION OF INTEREST

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Appendix 18: GENERAL CONDITIONS OF CONTRACT

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Appendix 21: COMPLIANCE REQUIREMENTS

Appendix 22: Service Level Agreements SLA1 and SLA2

Request for Bid SANParks – Earth Moving Equipment
1. Important Notice

(Note: See further important information Section 5 General Conditions of Bid)

1.1. The Bid Documents are made available on condition that they are used in connection with the Bid process set out in the Bid Documents and for no other purpose.

1.2. The information contained in the Bid Documents has been prepared by the advisers in good faith based on information provided by SANParks, its employees and other sources where specified. Neither SANParks nor the advisers have verified the accuracy of the information and will not accept any liability or responsibility for its accuracy, adequacy or completeness.

1.3. Any estimates or projections obtained as stated herein have been prepared by SANParks and its employees and the advisers and involve elements of substantial subjective judgment and analysis, which may or may not be correct. Neither SANParks or the advisers, nor any of their respective directors, officers, employees, agents, representatives or advisers make any representation or warranty or give any undertaking, express or implied, or accept any responsibility or liability whatsoever, as to the content, accuracy or completeness of the information contained in the Bid Documents, or any other written or oral information made available in connection with the Bid and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future. SANParks will make only those particular representations and warranties set forth in the definitive transaction documents when, and if, such definitive transaction documents are ultimately agreed and executed, and subject to such limitations and restrictions as may be contained therein.

1.4. The Bid Documents do not contain all the information that may be required to evaluate a possible submission of an Offer or the terms of such an Offer. Any recipient hereof should conduct its own independent analysis of the operations and the data contained or referred to herein or obtained during its investigations.

1.5. Neither SANParks or the advisers, nor any of their respective directors, officers, employees, agents, representatives or advisers intends to update or otherwise revise the Bid Documents or other material supplied or accept any obligation to provide recipients with access to any additional information.

1.6. The advisers are acting as advisers to SANParks for the purposes of arranging possible transactions involving SANParks Yellow Metal Operations and they will not regard any other person as their client or be responsible to anyone other than SANParks for providing advice in relation to those transactions. Any party considering entering into any such transaction should seek its own independent financial, legal and other advice.

1.7. Receipt of the Bid Documents does not confer any right on any party in respect of the Fleet Operations or in respect of or against SANParks or the advisers.

1.8. SANParks reserves the right, in its sole discretion, to withdraw by notice to Bidders any Yellow Metal Operation or combination of Yellow Metal Operations from the Bid process, to terminate any party's participation in the Bid process or to accept or reject any Offer on notice to the Bidders without liability to any party.
1.9. No agreement will be deemed to have been reached with any party if definitive transaction documents have not been agreed and executed by an authorized representative of SANParks. Accordingly, parties have no rights, expressed or implied, with respect to any of the Fleet Operations as a result of their participation in the Bid process.

1.10. Neither SANParks or the advisers, nor any of their respective directors, officers, employees, agents, representatives or advisers will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation of the Yellow Metal Operations or the subsequent submission of an Offer in respect of the Yellow Metal Operations or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by Bidders in connection with or arising out of the Bid process.

2. Definitions

- **Yellow Metal**: Is the terminology used for all construction plant and road building equipment.
- **Ad-hoc Vehicles**: Means Plant which are rented by SANParks from the Service Provider on an ad-hoc basis.
- **BEC**: Means the bid evaluation committee, a committee that will be formed by SANParks to evaluate Offers submitted by Bidders in accordance with the RFB, negotiate with Bidders regarding the terms and conditions of the Offers and make recommendations to SANParks in this regard.
- **Bid Documents**: Means the RFB.
- **Bidders**: Means an entity that submits an offer in response to this RFB.
- **Business hours**: Means the business hours of SANParks and each User Group. For the most part this will be between the hours of 7h00 and 17h00, whilst for emergency services it will be 24 hours a day.
- **Confidentiality Undertakings**: Means a confidentiality undertaking that shall be entered into between each of the Bidders and SANParks on collection of the Bid Documents regarding the Outsourcing Process.
- **Contract Period**: Means a period of five years from the effective date of the contract, or such other period as SANParks may agree.
- **Operator/Driver**: Means the operator of a construction vehicle or Truck.
- **FML**: Means the individual full maintenance leasing agreements that are to be entered into between SANParks and the Service Provider.
- **KNP**: Means the Kruger National Park.
Offer: Means a proposal submitted by a Bidder, which complies with the conditions set out in this RFB.

Offer Date: Means the last date on which Bidders may submit Offers in terms of the RFB, being 11h00 on 30 August 2017.

Operating Lease: Means the individual Operating Leasing agreements that are to be entered into between SANParks and the Service Provider.

Outsourcing Process: Means the process in terms of which SANParks is seeking to transfer the Yellow Metal management business operating in the KNP to private sector service providers.

OSA: Means Outsourced Service Agreement - an agreement to be entered into between SANParks and the Service Provider stipulating, amongst others, the terms and conditions of the outsourced fleet services and the service levels associated therewith.

Parks: Means Kgalagadi National Park.

Quotation Schedule: Means the Bid reply template document, both hard copy and electronic, that a supplier is required to complete to indicate Plant selection and Pricing.

Recommended Service Centre: Means the supplier’s preferred Service Centre for mechanical (service and / or repair) or accident repair.

RFB: Means Request for Bid.

Service Provider: Means the successful Bidder who is awarded the contract to supply the required and specified yellow metal services to SANParks.

User Groups: Means divisions / departments of SANParks that utilize plant.

GET: Means Ground Engaging tools.

Plant, Unit, Machine: Means all types of Yellow Metal used for construction and road building.

Plant Age and Hour Limits: Means the upper limits of time and hours of plant operated by SANParks under all lease, ad hoc rental or replacement rental programs.

Vehicle Schedule: Means the schedule for each unit delivered to SANParks which shall, as a minimum, indicate: make, model, engine & chassis numbers, registration number, date of delivery, hour meter reading at time of delivery, monthly rental, excess hour charge, monthly hour’s allowance.

Offered: Plant owned by Bidder or proof of availability of plant for the duration of the contract.
3. Background Information

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

1) Kruger National Park (KNP)
2) Kgalagadi National Park

3.2 SANParks Outsourced Services agreement

3.2.1 SANParks currently operates an outsourced Yellow Metal model included in the SANParks Outsourced fleet Services Agreement which expired.

3.2.2 The current outsourced Yellow Metal Services Agreement provides for the following facilities and services to SANParks:

3.2.2.1. A range of Yellow Plant and Equipment (with operators and drivers) utilized in the management of SANParks roads and construction requirements

3.3. Bidders may bid for the supply of Plant and services for a single region, multiple regions or the Yellow Metal as a whole as is identified in the RFB.

4. General Conditions of Bid

4.1. Important Notice - Attention is drawn to the Important Notice on pages 4 and 5 of this document including the items as set out below, which are to assist the Bidders on Item 1.4 on page 4, and form part of the General Conditions of this Bid.

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

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

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

4.1.4. As the use of Ground Engaging Tools (GET) differs vastly throughout the parks, it has been established, that four sets of grader blades per month be allowed for in the grader rate. Any grader blades used above this figure will be for SANParks account.

4.1.5. As indicated in the bid, all units must be roadworthy and maintained. Due to operations in the bush, the units will damage tires, windscreenes, mirrors, Lights/flickers etc. SANParks will not be responsible for this repair.

4.1.6. Please note that no extra/over, overtime rates will apply, and rain and standing delays are 50% of the hour rate submitted. Minimum delivery period and minimum rental and termination period without penalties. Breakdowns more than 2 times per month.
4.1.7. Relating to Item 4.1.6 page 8 it is necessary that a fulltime mechanical maintenance expert be on site (at least 10 years’ experience) to assist with plant management and maintenance.

4.2 Terms and conditions
The OSA shall comprise substantially the terms of this RFB.

4.3. Confidentially
Through receipt of this RFB, Bidders will have received confidential information. Bidders are required to comply with the undertakings they have given in connection with receipt of such information as set out in the Confidentiality Undertaking.

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

4.5. Status of offers
4.5.1. All Offers submitted by Bidders in response to this RFB shall:
4.5.1.1. Be irrevocable for a period of 120 (one hundred and twenty) days from the Offer Date.
4.5.1.2. Constitute material representations which will be the basis on which SANParks enters into the OSA and shall form part of such agreement, if any.
4.5.1.3. Not be opened and read by SANParks until after the Offer Date.
4.5.1.3 Constitute the basis on which SANParks will commence negotiations with the successful Bidder. Attention is drawn to the fact that certain assumptions or generalizations (for example, the monthly vehicle utilization) may be stipulated in the RFP for the purposes of enabling the BEC to evaluate the various Offers on an equal basis.

4.6. Contracting Parties
The OSA shall be in respect of the official Yellow Metal operation needs of all User Groups and accordingly the OSA will be entered into between the Service Provider and SANParks. There will be no direct contractual nexus between the Service Provider and the User Groups.

4.7. Competition
Bidders and their respective advisers, officers, employees and agents are prohibited from engaging in any collusive action with respect to the Bidding process which serves to limit competition amongst Bidders.
In general, the attention of Bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No.89 of 1998) (the Competition Act) that prohibits collusive bidding. If Bidders have reason to believe that competition issues may arise from any Offers they may make, they are encouraged to discuss their position with the competition authorities before submitting Offers. Any correspondence or process of any kind between Bidders and the competition authorities must be documented in the Offers. The BEG may consult the competition authorities during the evaluation process. SANParks will not be liable for any damages (whether direct, indirect, special or consequential) or for any losses, costs, expenses or penalties suffered by a Bidder before, during or after the submission of Offers, arising from the enforcement of the Competition Act.

4.8. Rulings, Authorities and Approvals

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

4.9. Consortium Formation

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

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

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

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

- Request clarification on any aspect of an Offer from the Bidder, such requests and the responses to be in writing.
- Exercise in its discretion all rights of ownership of the fleet assets and operations including the rights to operate or restructure the Yellow Metal Operations in any manner it chooses prior to entering into the OSA.
- Select different Service Providers to provide the different categories of vehicles or different aspects of the Fleet Operations.
- Amend the Outsourcing Process, including timetable, offer date and any other date at its sole discretion.
- Cease negotiations with a Bidder and enter into negotiations with another Bidder at any stage.
- Reject all Offers submitted by Bidders and to embark on a new Bid process.

4.11 Affordability

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

4.12 Rules and regulations of SANParks

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

4.13 Accommodation

The Service Provider will have to supply all accommodation, for its management staff and operators at his cost. Minimum standards Annexure 10
5. Rental structure in broad terms

5.1. The Service Provider will be responsible for the rental of Yellow Metal to SANParks terms of the plant rental agreement.

5.2. Duration is 5 (five) years

5.3. Yellow Metal minimum standards.

5.3.1 Plant will be as per the colour of manufacture, unless otherwise agreed to by SANParks.

5.3.2. The Yellow Metal supplied by the Service Provider for the various categories shall meet or exceed the specifications detailed in the Plant Specification (Annexure 2).

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

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

5.3.4 Plant rentals should be available within max 5 working days period.

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

5.4 Rental Delivery Period

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

5.4.1.1. Where the supplier does not deliver plant to SANParks within the 5 working days period an Ad hoc rental plant of equivalent make and model shall be made available to SANParks at the same rental cost as included in the Bid - (Annexure 6 Penalties)

5.4.2 The supplier will deliver the leased plant to the designated collection points within each National Park as defined in Annexure 3 at no cost to SANParks. The AD-HOC units are to be delivered according to the Kilometer price as set out in the rate card.

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

5.5 Plant Funding Options

5.5.1 SANParks envisages utilizing a number of Unit acquisition methods which include the following

5.5.2 The Plant rental will require the supplier to provide a rental rate that is inclusive of all costs including fuel.
5.5.2.1. This funding option may apply to all categories of Yellow Metal.

5.5.2.2. The Vehicle Funding Option requirements for each Region will be defined in each Quotation Schedule (Annexure 9 – Excel spreadsheets with different tab names)

5.6 Maintenance and repairs for SANParks official Yellow Metal

The Service Provider shall be responsible for ensuring that all Yellow Metal is maintained on a regular basis and repaired when necessary.

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

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

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

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

5.7 Breakdown services for SANParks official Yellow Metal

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

5.8 Vehicle Insurance

5.8.1 SANParks shall not bear any costs relating to collisions, damage, thefts and hijackings of units or parts thereof. All costs, including repairs, replacement, third party claims and replacement unit hire shall be for the account of the Service Provider. This shall apply to all units that are leased or Ad Hoc plant agreements.
5.8.1 The Service Provider shall ensure that the necessary Professional Indemnity and Fidelity Guarantee Insurance are in place to protect SANParks interests.

5.8.2 The Supplier shall ensure that all management controls, electronic monitoring systems, operator training, unit protective equipment, operator’s license verification and other similar processes and systems which may contribute to a reduction in the frequency and cost of accidents are fully and ongoing fitted or applied at the Service Provider’s cost throughout the Contract Period.

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

5.9 Accidents and Incidents

5.9.1 The Service Provider shall repair all damage to any units leased, through Plant Agreement, by SANParks arising out of accidents or incidents, to manufacturer specifications.

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

5.9.2.1 The Service Provider must provide a replacement unit of the same type, category and cost as the unit involved in the accident or incident in accordance with the requirements (Annexure 7) Replacement I Ad hoc Rental delivery requirements. The cost of providing such replacement unit will be for the account of the service provider.

5.10 Thefts or hi-jacks

5.10.1 The Service Provider shall take all the necessary precautions to minimize thefts and hi-jacks through, for example, the identification of high-risk areas and vehicles in use by SANParks User Groups.

5.10.2 The Service Provider must provide a replacement unit of the same type, category and cost as the vehicle involved in the theft or hi-jack in accordance with the requirements of Annexure 7 Replacement I Ad hoc Rental delivery requirements. The cost of such replacement vehicle must be covered by the insurance on the vehicle.

5.11 Validity of licenses, traffic offences and vehicle abuse

5.11.1 The Service Provider shall throughout the Contract Period be responsible for checking the validity of the driver’s license of any operator that intends to drive a lease unit through either Plant Agreement.
5.11.2 The Service Provider shall be responsible for managing the abuse of vehicles. The Service Provider should, where abuse is suspected, investigate such abuses and provide a report presenting sufficient evidence to enable the User Group to take the appropriate action against the operator/driver.

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

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

5.12. Plant Replacement and Ad Hoc rentals
The Service Provider is required to make available units for replacement and ad hoc rentals as per the following:

5.12.1. For the 2 National Parks, the supplier is required to have access to arrange the replacement of units that:

5.12.1.1. are of reasonably the same type and categories as operated by SANParks
5.12.1.2. Complies with the Annexure 4 - Vehicle Age and Hour Limits specifications.
5.12.1.3. are available to meet Annexure 7 - Replacement / Ad hoc Rental delivery requirements
5.12.1.4. The costs of replacement vehicles for use as a consequence of accident damage, theft, hi jack or mechanical servicing and repair, where the time limits are exceeded, shall be for the account of the Supplier.

5.12.2. User Groups will collect all ad-hoc units from the Service Provider's depot at the Delivery points within each National Parks - Annexure 3.

5.13. Regulatory issues
5.13.1. The Service Provider shall ensure that all units are at all times in a roadworthy condition.

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

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

5.14.2 Furthermore, the Service Provider’s Management Information Systems shall throughout the Contract Period be scalable in order to accommodate SANParks changing business requirements.

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

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

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

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

5.15. **Penalties**

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

5.16. **Industry standards and norms**

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

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

5.18. **General**

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

5.18.2. Within Parks, a Park's Lead Fleet Manager shall be responsible for managing the OSA. The User Groups shall interact daily with the Service Provider on operational issues.

5.18.3. The Service Provider is required to provide a Fleet Administrator per region. However, in the event that SANParks selects a single service provider for SANParks fleet, a minimum of 2 Fleet Administrators is required. One is to be located in the KNP and the other at a location convenient to service the requirements of Kgalagadi.

6. **Financial considerations**

6.1 Plant and Ad-Hoc Yellow Metal rental agreements

6.1.1 The pricing mechanisms should not cross subsidize fleet services across categories of plant.

6.1.2 The Plant Agreement contracts and associated pricing shall be based on plant being utilized for a minimum of 180 hours per month as indicated in the Quotation Schedule of the RFB *(Annexure 9)*.

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

6.1.3 The Ad-Hoc rental shall be based on plant being utilized for a minimum of 5 hours per day, 5 working days per week, as indicated in the Quotation Schedule RFB *(Annexure 9)*.

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

6.1.4 Excess hour's charges will be calculated monthly and be applied in the following manner.
6.1.4.1 An hourly rate will be levied for hours worked in excess of the minimum as indicated in 7.1.2 & 7.1.3 above as defined in the rate card.

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

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

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

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

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

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

- 6.3.1 Make good charges.
- 6.3.2 License fees and other regulatory costs.
- 6.3.3 Tyre damage or wear charges.
- 6.3.4 Insurance charges.
- 6.3.5 Charges for early termination of Plant rental agreements.
- 6.3.6 Damage caused to Units by the Vegetation and rocky conditions in the Parks.

Accordingly provision for these should be made in the pricing schedules based on the Bidder’s risk assessment.

6.4 Bidders shall Bid Plant Rental Agreements and ad hoc plant rental charges, by completing and submitting the Quotation Schedule (Annexure 9). Pricing must take cognizance of the services and service levels required as specified in this RFB.

6.5 The basis of quotations is open disclosure and the requirements thereof are detailed in Annexure 8 - Information in Support of the Quotation schedule.
6.6 Use of premises in the KNP and Parks - the Service Provider must ensure that rubbish or waste removal bins are clean and free from noxious or offensive odors that the waste disposal facility is not unsightly and the waste is frequently removed and the area surrounding the waste disposal facility is clean, neat and tidy. Soil contamination due to oil and or fuel spillages need to be rectified according to the applicable Legislation. The Service Provider must adhere to SANParks Waste Policies as amended.

7. Format and Submission of Offers

7.1 Bidders shall provide, by Offer Date, 4 (four) printed copies and one electronic copy of their Offer at the following address:-
SANParks, 643 Leyds Street, Groenkloof, Pretoria

7.2 Each Offer shall comprise at least the following, bound and clearly indexed:-

7.2.1. Signed undertakings relating to the Offer, in the format presented in Appendix 1.
7.2.2. The Financial Offer, in the exact formats presented in Appendix 2 to 21 and Annexure (9) based on the specifications contained in Clause 6, the financial considerations contained in Clause 7 and Annexure 2 - Information in Support of the Vehicle Quotation Schedule.

Bidders will be provided with an electronic copy of the Annexure and will be required to submit an electronic copy with their printed "Hard copy" offers.

7.2.3. A document clearly titled Appendix 20 - Compliance Statement to Draft Outsourced Services Agreement, providing comments. These comments must contain concise narrative descriptions of the Bidder's capabilities, systems, processes and structures proposed for the contract as well as any other relevant comments relating to each sub-paragraph. This document will serve as the Bidder's "technical offer" and must thus clearly highlight any non-compliance with the RFB specifications.

7.2.4. A document clearly titled Compliance Statement to Draft Outsourced Services Agreement, (Appendix 20) - providing comments in relation to each clause of the OSA, in the format of Appendix 20.

7.2.5. A document titled - "Bidder details" (Appendix 1) presenting full details of the entity that will contract with the SANParks, including shareholdings, copies of shareholding/consortium agreements, legal structure and financial status. Where shareholders are presented as black empowerment entities, the following specific information must be provided:-
7.2.5.1 Analysis of ownership of the black empowerment entities - 
(Appendix 6 - Preference Points Claim Form in terms of the 
Preferential Procurement Regulations 2017)

7.2.5.2 Percentage and Rand value of shareholding in Bidder.

7.2.5.3 Description of the role of the black empowerment entities in 
relation to the contract and their likely share, in percentage terms, 
of the turnover and profit of the contract.

7.2.6. A document titled Implementation plan presenting the Bidder's detailed 
plan for the implementation of the contract, including steps, timeframes 
and responsibilities of the various parties, based on the assumptions that 
the contract would be awarded by SANParks before October 2016 and 
that operations would commence on 1 November 2016.

7.2.7. A document titled "Proposed billing process and payment terms", 
presenting the Bidder's proposals in this regard (Appendix 7)

7.2.7. Any "other Information" the Bidder wishes to provide, in a document 
titled other information.

7.2.8. Audited financial statements for the last three financial years and the most 
recent management accounts of the Bidder. Where the Bidder is a 
consortium of entities, this information must be provided for each 
consortium member. The information is to be used by the BEC in 
assessing the Bidder's ability fund the purchase consideration and 
contract implementation costs.

7.2.9. A document titled "Fleet management experience" presenting the 
following 
Information relating to the Bidder, to be used by the BEC in evaluating 
the Bidder's ability to implement its offer (Appendix 15) 
Number and type of Plant currently managed through rented out 
Names of the three largest Plant Rental clients and the number of plant 
rented per unit 
Categories of plant currently rented and numbers per category i.e. 
Graders, Excavators, TLB's, trucks and loaders, etc. 
Number of years’ experience in Plant rental arrangements business. 
Number and location of plant rental depots

7.2.10 The following additional documents and requirements

7.2.11.1. Confidentiality Agreement - (Appendix 2) 
7.2.11.2. Declaration of Interest - Appendix 3

7.2.11.3. Declaration of Bidder's Past Supply Chain Management 
Practices - (Appendix 4)

7.2.11.4. Tax Clearance Requirements - (Appendix 5)
8. The Bidding Process

8.1 Compulsory clarification session will be held on the 11 August 2017 at 11H00. Bidders are advised to submit all queries in writing to the contact person by email (elisa.makwa@sanparks.org).

8.2 The SANParks and its advisers will respond in writing to any written queries received or any written requests for additional information received before 25 August 2017. Copies of questions and responses will be issued to all Bidders. Requests in writing will be entertained by the SANParks, provided that they are reasonable in SANParks view as to timing and contents.

8.3 The Offers will be reviewed and analyzed by the BEC. During the evaluation phase, the BEC may contact the Bidders to clarify their Offers or certain aspects of their Offers. The BEC may also, in addition to clarification, seek to negotiate with Bidders on certain aspects of their Offers.

8.4 The BEC will recommend a preferred Bidder to SANParks Executive Management Committee for approval using evaluation criteria derived, for the most part, from SANParks objectives within the Outsourcing Process and the compliance of the Bidder with the RFB requirements. The decision of SANParks will be communicated to the preferred Bidder as soon as it has been approved. SANParks reserves the right to enter into further negotiations with the preferred Bidder to achieve its objectives and to enter into agreements with the preferred Bidder on such new terms and conditions as may be agreed.

9. Evaluation Phases

The received bid proposals will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:

PHASE ONE (01): Mandatory / Minimum Requirements Compliance Screening

In this phase All bids received will be verified for compliance and completeness of the submitted proposal per the below set of mandatory requirements. Bidders who fails to comply with the below requirements WILL be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.
- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of a Valid Tax Clearance Certificate (SBD 2) – Bidders whom their Tax matters are not in order and no proper arrangements have been made with SARS to meet their tax obligations will not be considered for this bid. 7 days from the bid closing date is afforded to any bidder who already made necessary arrangements with SARS (attached proof as obtained from SARS Branch) of when the necessary arrangements have been made to meet your Tax obligation and be issued
with Tax certificate. Failure to submit a valid Tax Clearance within 7 days after the bid closing date, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered for further evaluation.

- Submission of fully completed Pricing Schedule (Professional Services – SBD 3.3).
- Submission of fully completed SBD 4 (Declaration of Interest), Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers, Accredited Registers Auditors – IRBA and Procurement Regulation 2011 compliant letter issued by the Accounting Officer. Any copies submitted in this case should be certified.
- Submission of fully completed Contract Form (Rendering of Services – SBD 7.2). In case of rendering of services, bidders should complete and sign SBD 7.2 for services only. Bidders to complete and sign PART ONE (01) only.
- Submission of fully completed SBD 8 (Declaration of Bidders Past SCM Practice),
- Submission of fully completed SBD 9 (Certificate of Independent Bid Determination),
- Letter of Good Standing on Compensation for Occupational Injuries & Diseases Act (COIDA), obtainable from the Department of Labour
- Business Registration Certificate e.g. CK 1, certificate of incorporation
- Familiarise yourself and Initial every page of the General Condition of Contract
- Proof of registration with CSD (Central Supplier Database)
- Safety, Health & Environment (SHE) member certificate
- Occupational Health and Safety Policy

PHASE TWO (02): Pre-qualification (Phase 2)

It is essential for all Bidders to note that the process of evaluation will be done in phases. The initial threshold phase implies that potential Bidders will be evaluated to ensure that they comply with the pre-elimination (mandatory) criteria.

Note that if any bidder, director or major shareholder associated with your proposal appears on the database of tender defaulters or restricted bidders of National Treasury, such proposal will be automatically disqualified.

Only Bidders who can provide acceptable documentary proof that complies with the following pre-elimination (mandatory) criteria will be considered for the next phase of evaluation.

The potential Bidder must:
(1) Be a South African Entity - Proof of registration;
(2) Comply with all requirements of the Central Supplier Database (CSD) as managed by National Treasury - Confirmation of registration good standing on the CSD;
(3) SANParks invite bid from service providers who are BEE Level 1 up to Level 2. No service provider of BEE Level of over and above level 2 will be considered for this bid – Include a BEE Certificate of level 1 or 2 for compliance to this requirement.
(4) The supplier rental depot not to be further than 200 km from Kruger National Park, and for Kgalagadi not further than 350 km. (the supplier to submit proof of depot existence. i.e. and not limited to the following: Lease Agreement / Title Deed). Provide proof of you will still establish the depot.

NB: Only bidders who fully complied with the pre-elimination criteria will be considered further for evaluation.
PHASE THREE (03): DETAIL TECHNICAL EVALUATION CRITERIA AND POINT ALLOCATION

In this phase All bids that meet all the requirements in terms of compliance and completeness of the submitted proposal per the above set of Pre-elimination (mandatory) requirements on Phase Two (02) progresses to Phase Three (03) for further evaluation per the below set evaluation criteria’s.

NB: Qualification Threshold – Bidders for the KNP requirements must achieve 70 % per the above criteria for consideration to the next phase evaluation. Bidders for the requirements of Kgalagadi 70 % per the above criteria for consideration to the next phase evaluation. Bidders who fail to comply with the set minimum thresholds per the above requirements WILL be eliminated and bidders who comply with the below progresses to the next phase of evaluation.

TECHNICAL / FUNCTIONAL CRITERIA

With regards to technicality / functionality, the following criteria shall be applicable and the maximum points of each criterion are indicated in the table below:

The following weightings have been allocated to each category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANT AND EQUIPMENT</td>
<td>60</td>
</tr>
<tr>
<td>PLANT RENTAL EXPERIENCE</td>
<td>20</td>
</tr>
<tr>
<td>QUALITY AND TIME PERFORMANCE OF CONTRACTS</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Bidders scoring 70% out of 100 points respectively as set out above on functional / technical criteria will be further evaluated on Price and BEE.

<table>
<thead>
<tr>
<th>Category</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANT AND EQUIPMENT</td>
<td>47</td>
</tr>
<tr>
<td>PLANT RENTAL EXPERIENCE</td>
<td>20</td>
</tr>
<tr>
<td>QUALITY AND TIME PERFORMANCE OF CONTRACTS</td>
<td>20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>87</strong></td>
</tr>
</tbody>
</table>

Bidders scoring 70% out of 87 points respectively as set out above on functional / technical criteria will be further evaluated on Price and BEE.

**Functionality criteria, points and evaluation:** Bidders are required to demonstrate their ability to undertake the work and provide proof of experience, expertise, personnel, plant and equipment to undertake work of this nature.

Bidders are required to score a minimum of 70% respectively as set out above out of a possible 100 points for KNP and 87 points for Kgalagadi in order to qualify for the next phase of the evaluation.

Bidders that fail to score the minimum number of points for functionality shall be rejected.

The onus rests with the bidders to supply sufficient information to allow for the proper scoring, evaluation and award of points.

Where insufficient information is provided, zero points will be awarded for such particular criterion.

Functionality points shall be awarded in accordance with the following provisions:
**KNP FUNCTIONALITY**

**a) PLANT AND EQUIPMENT (MAXIMUM 60 POINTS)**

Points will be awarded for Plant and Equipment offered by tenderer within the seventeen categories listed below and which must be available for the execution and completion of the work.

**NB: Please refer Annexure 4 for the required age of the plant.**

Where the tenderer owns:

I. Minimum 5 Road Grader – Minimum 5 Road Grader = 2 points; 2 points per Road Grader beyond 5 Road Grader up to 8 points

II. Minimum 5 TLB / Loader / Excavator – Minimum 5 TLB / Loader / Excavator = 2 points; 2 points per TLB / Loader / Excavator beyond 5 TLB / Loader / Excavator up to 8 points

III. Minimum 5 Tip Trucks (6 m³ struck capacity) – Minimum 5 (6 m³ struck capacity) = 1 point; 1 point per (6 m³ struck capacity) beyond 5 (6 m³ struck capacity) up to 4 points

IV. Minimum 5 Tip Trucks (10 m³ struck capacity) – Minimum 5 (10 m³ struck capacity) = 1 point; 1 point per (10 m³ struck capacity) beyond 5 (10 m³ struck capacity) up to 4 points

V. Minimum 3 Front End Loader – Minimum 3 Front End Loader = 2 points; 1 point per Front End Loader beyond 3 Front End Loader up to 4 points

VI. Minimum 3 Excavator 20 ton – Minimum 3 Excavator 20 ton = 2 points; 1 point per Excavator 20 ton beyond 3 Excavator 20 ton up to 4 points

VII. Minimum 3 Vibrator Roller (7 - 10 ton) – Minimum 3 Vibrator Roller (7 - 10 ton) = 2 points; 1 point per Vibrator Roller (7 - 10 ton) beyond 3 Vibrator Roller (7 - 10 ton) up to 3 points

VIII. Minimum 3 Pneumatic Roller (14 - 21 ton) – Minimum 3 Pneumatic Roller (14 - 21 ton) = 2 points;

IX. Minimum 3 Bull Dozers (4 -17 ton) – Minimum 3 Bull Dozers (4 -17 ton) = 2 points;

X. Minimum 3 Bull Dozers (31 -55 ton) – Minimum 3 Bull Dozers (31 -55 ton) = 2 points; 1 point per Bull Dozers (31 -55 ton) beyond 3 Bull Dozers (31 -55 ton) up to 3 points

XI. Minimum 3 Water Cart 10 000 litres – Minimum 3 Water Cart 10 000 litres = 2 points; 1 point per Water Cart 10 000 litres beyond 3 Water Cart 10 000 litres up to 5 points

XII. Minimum 3 Water Cart 18 000 litres – Minimum 3 Water Cart 18 000 litres = 2 points

XIII. Minimum 1 Recycler – Minimum 1 Recycler = 2 points

XIV. Minimum 2 Tractor with Grid Roller 100kW – Minimum 2 Tractor with Grid Roller 100kW = 2 points; 1 point per Tractor with Grid Roller 100kW beyond Tractor with Grid Roller 100kW up to 3 points

XV. Minimum 1 Chip Spreader (able to deposit sand) – Minimum 1 Chip Spreader (able to deposit sand) = 2 points

XVI. Minimum 2 Tractor (Bell 1866 or equivalent) – Minimum 2 Tractor (Bell 1866 or equivalent) = 1 point; 1 point per Tractor (Bell 1866 or equivalent) beyond Tractor (Bell 1866 or equivalent) up to 2 points

XVII. Minimum 2 11m³ Hauler (Bell 1866 or equivalent) – Minimum 2 11m³ Hauler (Bell 1866 or equivalent) = 1 point; 1 point per 11m³ Hauler (Bell 1866 or equivalent) beyond 11m³ Hauler (Bell 1866 or equivalent) up to 2 points
b) PLANT RENTAL EXPERIENCE (MAXIMUM 20 POINTS)

Points will be awarded for past experience in plant rental contracts. Points will be awarded for contracts with relevant working experience in the Protected Areas - (refer to Section 52 of National Environmental Management: Protected Areas Act 57 of 2003).

CLEARLY INDICATE TOTAL CONTRACT PERIOD, PLACE WHERE SERVICE WAS RENDERED AND VALUE OF CONTRACT

The tenderer shall indicate and declare their past track record in relation to plant rental contracts. Points for contracts successfully completed will be awarded as follows:

I. Contracts of value between R 2.0 million and R 4.0 million, inclusive of VAT – 2 points per contract

II. Contracts of value between R 4.0 million and R 8.0 million, inclusive of VAT – 3 points per contract

III. Contracts of value exceeding R 8.00 million, inclusive of VAT – 5 points per contract

c) QUALITY AND TIME PERFORMANCE OF PLANT RENTAL CONTRACTS (MAXIMUM 20 POINTS)

Points will be awarded for past quality and time performance of works in individual plant rental contracts.

The tenderer shall indicate and declare their past track record in relation to individual plant rental contracts and attach supporting documents to substantiate his/her claims (certified copies of appointment letters, completion certificates and final accounts. Signed reference letters to be provided from clients as proof of quality of service by the bidders). Points for contracts successfully completed will be awarded as follows:

I. Reference letters to the value of between R 2.0 million and R 4.0 million, VAT inclusive – 2 points per contract maximum 4 points

II. Reference letters to the value of between R 4.0 million and R 8.0 million, VAT inclusive – 3 points per contract maximum 4 points.

III. Reference letters to the value exceeding R 8.0 million, inclusive of VAT - 5 points per contract maximum 10 points

Functionality criteria, points and evaluation: Bidders are required to demonstrate their ability to undertake the work and provide proof of experience, expertise, personnel, plant and equipment to undertake work of this nature.

Bidders are required to score a minimum of 70 points respectively as set out above out of a possible 100 points in order to qualify for the next phase of the evaluation.

Bidders that fail to score the minimum number of points for functionality shall be rejected.

The onus rests with the bidders to supply sufficient information to allow for the proper scoring, evaluation and award of points.

Where insufficient information is provided, zero points will be awarded for such particular criterion.

Functionality points shall be awarded in accordance with the following provisions:
KGALAGADI FUNCTIONALITY

a) PLANT AND EQUIPMENT (MAXIMUM 47 POINTS)

Points will be awarded for Plant and Equipment offered by tenderer within the seventeen categories listed below and which must be available for the execution and completion of the work.

NB: Please refer Annexure 4 for the required age of the plant.

Where the tenderer owns:

I. Minimum 5 Road Grader 4 wheel drive – Minimum 3 Road Grader = 2 points; 2 points per Road Grader beyond 5 Road Grader up to 8 points

II. Minimum 2 Road Grader 6 wheel drive – Minimum 2 Road Grader = 2 points; 2 points per Road Grader beyond 2 Road Grader up to 6 points

III. Minimum 2 TLB / Loader / Excavator – Minimum 5 TLB / Loader / Excavator = 2 points; 2 points per TLB / Loader / Excavator beyond 5 TLB / Loader / Excavator up to 8 points

IV. Minimum 5 Tip Trucks (6 m³ struck capacity) – Minimum 5 (6 m³ struck capacity) = 1 point; 1 points per (6 m³ struck capacity) beyond 5 (6 m³ struck capacity) up to 4 points

V. Minimum 3 Tip Trucks (10 m³ struck capacity) – Minimum 5 (10 m³ struck capacity) = 1 point; 1 points per (10 m³ struck capacity) beyond 5 (10 m³ struck capacity) up to 4 points

VI. Minimum 2 Front End Loader – Minimum 3 Front End Loader = 2 points; 1 points per Front End Loader beyond 3 Front End Loader up to 4 points

VII. Minimum 1 Vibrator Roller (7 - 10 ton) – Minimum 3 Vibrator Roller (7 - 10 ton) = 2 points; 1 points per Vibrator Roller (7 - 10 ton) beyond 3 Vibrator Roller (7 - 10 ton) up to 3 points

VIII. Minimum 1 Bull Dozers (4 -17 ton) – Minimum 3 Bull Dozers (4 -17 ton) = 2 points;

IX. Minimum 1 Water Cart 10 000 litres – Minimum 3 Water Cart 10 000 litres = 2 points; 1 point per Water Cart 10 000 litres beyond 3 Water Cart 10 000 litres up to 5 points

X. Minimum 1 Water Cart 18 000 litres – Minimum 3 Water Cart 18 000 litres = 2 points

XI. Minimum 1 Tractor with Grid Roller 100kW – Minimum 2 Tractor with Grid Roller 100kW = 2 points; 1 point per Tractor with Grid Roller 100kW beyond 2 Tractor with Grid Roller 100kW up to 3 points

XII. Minimum 2 Tractor (Bell 1866 or equivalent) – Minimum 2 Tractor (Bell 1866 or equivalent) = 1 point; 1 point per Tractor (Bell 1866 or equivalent) beyond Tractor (Bell 1866 or equivalent) up to 2 points

XIII. Minimum 2 11m³ Hauler (Bell 1866 or equivalent) – Minimum 2 11m³Hauler (Bell 1866 or equivalent) = 1 point; 1 point per 11m³ Hauler (Bell 1866 or equivalent) beyond 11m³ Hauler (Bell 1866 or equivalent) up to 2 points

b) PLANT RENTAL EXPERIENCE (MAXIMUM 20 POINTS)

Points will be awarded for past experience in plant rental contracts. Points will be awarded for contracts with relevant working experience in the Protected Areas (refer to Section 52 of National Environmental Management: Protected Areas Act 57 of 2003).

CLEARLY INDICATE TOTAL CONTRACT PERIOD, PLACE WHERE SERVICE WAS RENDERED AND VALUE OF CONTRACT

The tenderer shall indicate and declare their past track record in relation to plant rental contracts.
Points for contracts successfully completed will be awarded as follows:

| IV. | Contracts of value between R 1.0 million and R 2.0 million, inclusive of VAT – 2 points per contract |
| V.  | Contracts of value between R 2.0 million and R 4.0 million, inclusive of VAT – 3 points per contract |
| VI. | Contracts of value exceeding R 4.0 million, inclusive of VAT – 5 points per contract |

**c) QUALITY AND TIME PERFORMANCE OF PLANT RENTAL CONTRACTS (MAXIMUM 20 POINTS)**

Points will be awarded for past quality and time performance of works in individual plants rental contracts.

The tenderer shall indicate and declare their past track record in relation to individual plant rental contracts and attach supporting documents to substantiate his/her claims (certified copies of appointment letters, completion certificates and final accounts. Signed reference letters to be provided from clients as proof of quality of service by the bidders). Points for contracts successfully completed will be awarded as follows:

| I.  | Reference letters to the value of between R 0.5 million and R 1.0 million, VAT inclusive – 2 points per contract maximum 4 points |
| II. | Reference letters to the value of between R 1.0 million and R 2.0 million, VAT inclusive – 3 points per contract maximum 4 points. |
| III. | Reference letters to the value exceeding R 2.0 million, inclusive of VAT - 5 points per contract maximum 10 points |

The employer reserves the right to contact the relevant reference/professional listed to score and evaluate the tenderers quality of work. References obtained will be applied as a percentage against the points as listed above.
Phase 3: Evaluation of Bid Responses Using the Price and B-BEEE Scores

All bidders who achieved 70% (Kruger National Park) and 70% (Kgalagadi National Park) of the set minimum threshold from the technical evaluation phase progresses to this final phase of Price and Preference (BEE Score) points allocation systems for the recommendation of the successful bidder.

NB: Bidder who obtains highest total points on PRICE and B-BEEE claimed points shall be awarded the contract. SANParks reserves the right to appoint one or more service providers for this project.

Evaluation Criteria and Weighting:

The RFB stipulated that the responses to be evaluated using the 90/10 preference points system in accordance with the PPPFA guidelines. Based on this system the points will be allocated as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>90</td>
</tr>
<tr>
<td>B-BEEE Status Level of Contribution</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
Annexure 1 - SANParks Parks and Regions

Regions

- Kruger National Parks (KNP)
- Arid Region – Kgalagadi National Park

Parks per Region

<table>
<thead>
<tr>
<th>Region</th>
<th>Park</th>
</tr>
</thead>
<tbody>
<tr>
<td>KNP</td>
<td>Kruger National Park</td>
</tr>
<tr>
<td>Arid</td>
<td>Kgalagadi</td>
</tr>
</tbody>
</table>
## Annexure 2 - Vehicle Specifications

<table>
<thead>
<tr>
<th>Category Number</th>
<th>Category of vehicles</th>
<th>Conversion</th>
<th>Specifications</th>
<th>Model not older than (Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Road Grader</td>
<td>As per Specifications</td>
<td>Articulating – 4 wheel drive. Min. operational weight = 14600kg; Min. power = 138 kw; Blade width = 3658mm (12ft)</td>
<td>2008/2009</td>
</tr>
<tr>
<td>2</td>
<td>Road Grader</td>
<td>As per Specifications</td>
<td>Articulating – 6 wheel drive. Min. operational weight = 14600kg; Min. power = 138 kw; Blade width = 3658mm (12ft)</td>
<td>2008/2009</td>
</tr>
<tr>
<td>3</td>
<td>Front End Loader</td>
<td>As per Specifications</td>
<td>Wheel Loader. Min. operating weight = 12927kg; Min. power = 97kw</td>
<td>2008/2009</td>
</tr>
<tr>
<td>4</td>
<td>TLB 4x4</td>
<td>As per Specifications</td>
<td>Min. weight = 6984kg; Min. power = 69kw</td>
<td>2009/2010</td>
</tr>
<tr>
<td>5</td>
<td>Excavator</td>
<td>20 ton</td>
<td></td>
<td>2008/2009</td>
</tr>
<tr>
<td>6</td>
<td>Steel Drum Vibrating</td>
<td>&gt;10 ton</td>
<td></td>
<td>2008/2009</td>
</tr>
<tr>
<td>7</td>
<td>Pneumatic Roller</td>
<td>&gt;10 ton</td>
<td></td>
<td>2008/2009</td>
</tr>
<tr>
<td>8</td>
<td>Bulldozer 1</td>
<td>As per Specifications</td>
<td>Min. weight = 19665kg; Min. power = 133.5kw</td>
<td>2008/2009</td>
</tr>
<tr>
<td>9</td>
<td>Bulldozer 2</td>
<td>As per Specifications</td>
<td>Min. weight = 33497kg; Min. power = 244.6kw</td>
<td>2008/2009</td>
</tr>
<tr>
<td>10</td>
<td>Recycler</td>
<td>As per Specifications</td>
<td>Must have foam bitumen capabilities</td>
<td>2008/2009</td>
</tr>
<tr>
<td>11</td>
<td>Tractor with 2 drum Grid</td>
<td>100kw tractor</td>
<td>Bell 1866 or Equivalent</td>
<td>2009/2010</td>
</tr>
<tr>
<td>12</td>
<td>Water cart 1</td>
<td>10,000 liters</td>
<td>Rigid with road construction spray bar, as well as delivery connection for Fire Hydrant pipes</td>
<td>2011/2012</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Capacity/Details</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------</td>
<td>-------------------------------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Water cart 2</td>
<td>18,000 liters Rigid with road construction spray bar, as well as delivery connection for Fire Hydrant pipes</td>
<td>2011/2012</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Tipper 1</td>
<td>6m³ capacity</td>
<td>2011/2012</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Tipper 2</td>
<td>10m³ capacity</td>
<td>2011/2012</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Chip Spreader</td>
<td>Self-driven, Used for sand seal</td>
<td>2008/2009</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Tractor 4x4 with Cab</td>
<td>≥ 100.7Kw</td>
<td>2009/2010</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Mobile Accommodation Unit</td>
<td>As per specification Mobile Accommodation unit compatible to tow behind Road Grader: Accommodate 2 x staff members; LP Gas cooking facility; Fridge/Freezer; 2500liter Fuel tank with pump for refueling of the Road Grader; 500liter fresh water tank with tap</td>
<td>2012/2013</td>
<td></td>
</tr>
</tbody>
</table>
### Annexure 3 - Delivery points within each National Park

<table>
<thead>
<tr>
<th>Region</th>
<th>Park</th>
<th>Delivery Address</th>
<th>Nearest Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marula</td>
<td>Kruger National Park</td>
<td>Vehicle Fleet Skukuza</td>
<td>Hazy view</td>
</tr>
<tr>
<td>Nxanatseni</td>
<td>Kruger National Park</td>
<td>Letaba Roads Office</td>
<td>Phalaborwa</td>
</tr>
<tr>
<td>Arid</td>
<td>Kgalagadi</td>
<td>Twee Rivieren</td>
<td>Upington</td>
</tr>
</tbody>
</table>
## Annexure 4 - Vehicle Age and Kilometer Limits

<table>
<thead>
<tr>
<th>Vehicle Category</th>
<th>Vehicle Description</th>
<th>Replacement (months)</th>
<th>Replacement (Km / Hr.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra Heavy vehicles</td>
<td>&gt;10 000 Kg GVM</td>
<td>60 (sixty) months</td>
<td>300 000 (three hundred thousand) Km or 10 800 (ten thousand eight hundred) Hrs.</td>
</tr>
<tr>
<td>Tractors</td>
<td>Tractor (not 4x4)</td>
<td>60 (sixty) months</td>
<td>6000 (six thousand) Hrs.</td>
</tr>
<tr>
<td>Tractors</td>
<td>Tractor (4x4)</td>
<td>96 (ninety six) months</td>
<td>9600 (nine thousand six hundred) Hrs.</td>
</tr>
<tr>
<td>Yellow Metal</td>
<td>Graders, Front loaders, Excavators</td>
<td>108 (one hundred and eight) months</td>
<td>16000 (sixteen thousand) Hrs.</td>
</tr>
<tr>
<td>Yellow Metal</td>
<td>Loader Excavator</td>
<td>96 (ninety six) months</td>
<td>9600 (nine thousand six hundred) Hrs.</td>
</tr>
</tbody>
</table>
Annexure 5 - Report requirements

Detailed below are the minimum report requirements for SANParks

The method of report delivery is, in the order of preference, and includes the following:
- Access to Internet Website with details of fleet and expenditure
- Pushed e-mail reports delivered to nominated SANParks personnel
- Hard copy reports

Report requirements

1. Monthly billing reports per vehicle, per User Group and consolidated per region and SANParks
2. Monthly listings of all vehicles per User Group, Per Region and SANParks with closing and opening hour meter readings.
3. Procurement reports detailing Orders received, undelivered plant and plant delivered during the month per User Group, Per Region and SANParks
4. Driver's register with valid driver's license, including renewal dates, PDP requirements by per User Group, Per Region and SANParks
5. Training undertaken and future requirements by Driver per User Group, Per Region and SANParks
6. Monthly and annual reports detailing usage of Replacement and Ad Hoc rentals per User Group, Per Region and SANParks.
7. Monthly and annual accident management reports with trend analysis and analytical comments, per User Group per Region and SANParks.
8. Monthly report of traffic fines with analytical comments, per User Group, Per Region and SANParks.
9. Monthly report comparing for each User Group, Region and SANParks budget and actual expenditure for official usage for a month, with analytical comments, including projected year-end budget variances in Excel format as well as graphs.
10. As and when needed, "early warning reports and graphs" for each User Group, Region and SANParks highlighting any possibility of actual expenditure exceeding budget allowances.
11. Monthly report analyzing vehicle utilization for each User Group and Region in terms of hours worked.
12. Monthly Fuel Usage report with graph to indicate previous month fuel consumption.
**Annexure 6 – Penalties**

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

<table>
<thead>
<tr>
<th>Penalties Payable by Service Provider</th>
<th>Event</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Rental</td>
<td>Where a Vehicle required through a Plant Rental Agreement is not delivered to SANParks in accordance with the requirements of annexure 8 - Replacement / Ad hoc Rental delivery requirements</td>
<td>SANParks may lease similar vehicles from a third party for the total required period and any adverse cost shall be for Service Provider’s account.</td>
</tr>
<tr>
<td>Breakdowns</td>
<td><strong>Where Plant breaks down</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Once during a month</td>
<td>No penalty, repair subject to normal service levels.</td>
</tr>
<tr>
<td></td>
<td>Twice during a calendar month</td>
<td>The Rental for the relevant Vehicle shall be reduced by 50% (fifty per cent) for the month in question.</td>
</tr>
<tr>
<td></td>
<td>More than twice during a calendar month</td>
<td>No Rental shall be charged for the relevant Vehicle for the month in question.</td>
</tr>
<tr>
<td>Roadside assistance</td>
<td>Where breakdown or roadside assistance is not provided within the stipulated timeframes.</td>
<td>The Rental for the relevant Vehicle for the month in which the breakdown occurs shall be reduced by 50% (fifty per cent).</td>
</tr>
<tr>
<td>Maintenance, Theft, Hijacking</td>
<td>Where a replacement vehicle is not provided in line with the requirements of annexure 8 - Replacement / Ad hoc Rental delivery requirements.</td>
<td>The Rental for the relevant Vehicle for the month in which the failure occurs shall be reduced by 50% (fifty per cent). SANParks may lease similar vehicles from a third party for the total required period and any adverse cost shall be for Service Provider’s account.</td>
</tr>
</tbody>
</table>

Penalties payable shall be calculated on a monthly basis and payable by Service Provider within 7 (seven) days of the end of each calendar month.

1. All penalties shall be payable free of deduction or set-off into a penalty fund established by SANParks in terms of and subject to the provisions of the Public Finance Management Act, 1999.
2. No penalties will be payable by Service Provider during the Interim Phase of this Agreement.
Annexure 7 – Rental / Replacement for breakdowns delivery requirements

<table>
<thead>
<tr>
<th>VEHICLES</th>
<th>Region</th>
<th>Rental or Replacement</th>
<th>Delivery Timing Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCV, Tractors, Yellow</td>
<td>Kruger National Park</td>
<td>Rental</td>
<td>5 Working Days</td>
</tr>
<tr>
<td>Metal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCV, Tractors, Yellow</td>
<td>Kruger National Park</td>
<td>Replacement for Breakdowns</td>
<td>48 clock hours</td>
</tr>
<tr>
<td>Metal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCV, Tractors, Yellow</td>
<td>Kgalagadi National Park</td>
<td>Rental</td>
<td>5 Working Days</td>
</tr>
<tr>
<td>Metal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCV, Tractors, Yellow</td>
<td>Kgalagadi National Park</td>
<td>Replacement for Breakdowns</td>
<td>72 clock hours</td>
</tr>
<tr>
<td>Metal</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure 8 - Information in Support of the Vehicle Quotation Schedules

Introduction

The information below is applicable to the Quotation Schedules Annexure 10A – B inclusive

1. A Vehicle quotation schedule is published for each individual region within SANParks
   - Kruger National Park (KNP)
   - Kgalagadi National Park

2. Bidders are required to complete the Quotation schedule for the National Park that they wish to Bid for.

3. The Quotation Schedule may vary in its requirements from region to region, and each Quotation schedule is therefore unique.

4. The Bid for each region requires quotations for a range of plant, finance options and services. Bidders are required to complete the Quotation Schedule in its entirety for all the requirements of that region (Plant categories and services)

5. The Quotation Schedule requirements are:
   5.1. The category of required Plant includes: Graders, Excavators, TLB’s (Loader Excavator), and Loaders, Tippers, chip spreaders, rollers, Recyclers, bulldozers & water carts.
   5.2. The required range of finance is: Full Maintenance Leasing (FML)

5.3. The required range of services include but not limited to:
   - Ad hoc and replacement rental vehicles
   - Managed Maintenance
   - Call Centre facilities
   - Insurance
   - Accident Management
   - Fuel procurement and management
   - License and registration
   - Toll fees
   - Driver license verification
   - Fines management
   - IT information systems
   - Provide yellow metal operators
On road refueling for yellow metal
• Provide wear tools for equipment (GET)
• Staff accommodation and management for yellow metal operators

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

5.4.1. Region - is the SANParks region for which the quotations are required
5.4.2. Estimated quantity of Plant per Region - is the estimated number of Plant in the region. It is for guideline purposes only and may not represent the final quantity of Plant operating in the Region.
5.4.3. Quoted Plant make / Model - the Plant makes selected and quoted for by the Bidder.

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

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

5.6. Additional information required in the Quotation Schedule is:

5.7.1. A description of the Yellow Metal Units for which the Bidder is quoting including extra equipment, which must match the minimum requirement of SANParks.
5.7.2. Long Term quotations for each indicated vehicle category and monthly hour requirements.
5.7.2.1. Should the Bidder wish to quote for a number of alternative vehicles makes the full details of costs etc. must be completed for each line of quotations.
5.7.3. Ad hoc Rental rates for each unit for periods of
5.7.3.1. Ad Hoc Hourly Rate – WET Rate all inclusive (VAT Included: Less than 1
5.7.3.2. Ad Hoc Hourly Rate – WET Rate all inclusive (VAT Included: In Excess of 1 month
5.7.4. Internal movement transfer tariff beyond point of delivery- the cost of moving yellow equipment to a place of work from the point of delivery at the National Park.
5.7.5. Transfer tariff for Long Term Rental unit must be allowed for in the rates. Ad-Hoc Transfer tariff is to be paid as indicated in the rate card.

5.7. Bidders must complete all quotations in both hard copy and electronic spreadsheet formats.
Annexure 9 – QUOTATION SCHEDULES (As per tab names)

ADDITIONAL EXCEL FORMAT PAGES
Annexure 10 – Minimum Specifications for accommodation

Tent specifications for Yellow Metal Operator Accommodation

1. The tents must be pitched on a min 100mm concrete slab at positions on site indicated by the KNP and Parks overseers
2. The tent is known as the 2 in 1 Combo (3.3m wide x 5.4m long – one room) the tent is 3m wide x 3.6m long.
3. The 2 in 1 Combo is made out of 400 gram 100% polyester same as military spec. Water proof, Rot and Mildew Proof.
APPENDIX 1: BIDDER DETAILS

A document titled “Bidder details” (Appendix 1) presenting full details of the entity that will contract with the SANParks, including shareholdings, copies of shareholding/consortium agreements, legal structure and financial status. Where shareholders are presented as black empowerment entities, the following specific information must be provided:

7.2.5.1 Analysis of ownership of the black empowerment entities - (Appendix 6 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017)

7.2.5.2 Percentage and Rand value of shareholding in Bidder.

7.2.5.3 Description of the role of the black empowerment entities in relation to the contract and their likely share, in percentage terms, of the turnover and profit of the contract.
Appendix 3: DECLARATION OF INTEREST

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.2 Identity Number: ........................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder²): ......................

2.4 Company Registration Number: ............................................................

2.5 Tax Reference Number: ........................................................................................

2.6 VAT Registration Number: .........................................................................................

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

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

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

2.7 Are you or any person connected with the bidder presently employed by the state?  

YES / NO

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member: ...........................................
Name of state institution at which you or the person connected to the bidder is employed: ……………………………………………………………
Position occupied in the state institution: ……………………………………………………………
Any other particulars:
......................................................................................................................................
......................................................................................................................................
......................................................................................................................................

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

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

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

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

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

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

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

2.9.1 If so, furnish particulars.
......................................................................................................................................
......................................................................................................................................
......................................................................................................................................

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

2.10.1 If so, furnish particulars.
......................................................................................................................................
......................................................................................................................................
......................................................................................................................................

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

2.11.1 If so, furnish particulars:

……………………………………………………………………………
……………………………………………………………………………
……………………………………………………………………………

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………

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

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

…………………………………       ……………………………………
Signature                          Date

…………………………………       ……………………………………
Position                           Name of bidder
Appendix 4: SARS TAX CLEARANCE CERTIFICATE OR SBD2

An original and valid SARS Tax Clearance Certificate must be furnished, OR SBD2 Tax Clearance Certificate Requirement (if Original and Valid Tax Clearance Certificate above is not submitted)
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

**NB:** BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

b) Either the 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS
(a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
(d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
(e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
(g) “prices” includes all applicable taxes less all unconditional discounts;
(h) “proof of B-BBEE status level of contributor” means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;
(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE
3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
A maximum of 80 or 90 points is allocated for price on the following basis:

\[
Ps = 90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where
\(Ps\) = Points scored for price of bid under consideration
\(Pt\) = Price of bid under consideration
\(P_{\text{min}}\) = Price of lowest acceptable bid
4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(90/10 system)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
</tbody>
</table>

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor = ..........( maximum 20 points)

   (Points claimed in respect of paragraph 4.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

   (Tick applicable box)

   YES  NO

7.1.1 If yes, indicate:

   i) What percentage of the contract will be subcontracted...........................................%  
   ii) The name of the sub-contractor.................................................................
   iii) The B-BBEE status level of the sub-contractor....................................................
   iv) Whether the sub-contractor is an EME or QSE

      (Tick applicable box)

      YES  NO

   v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:
Designated Group: An EME or QSE which is at last 51% owned by:

<table>
<thead>
<tr>
<th>Designated Group</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: ........................................................................................................

8.2 VAT registration number: ........................................................................................................

8.3 Company registration number: ....................................................................................................

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
8.7 Total number of years the company/firm has been in business:………………………………

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

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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES
1. ………………………………………
2. ………………………………………

SIGNATURE(S) OF BIDDERS(S)
DATE: …………………………………
ADDRESS ……………………………
……………………………………..

Request for Proposal SANParks – Earth Moving Equipment
APPENDIX 6: 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;
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Filled in task directive/proposal;
       - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
       - Declaration of interest;
       - Declaration of bidder’s past SCM practices;
       - Certificate of Independent Bid Determination;
       - Special Conditions of Contract;

   (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 ..........................................................
APPENDIX 7: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN PRACTICES

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1  This Standard Bidding Document must form part of all bids invited.

2  It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3  The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied).</td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>The Database of Restricted Suppliers now resides on the National Treasury’s website (<strong><a href="http://www.treasury.gov.za">http://www.treasury.gov.za</a></strong>) and can be accessed by clicking on its link at the bottom of the home page.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<strong><a href="http://www.treasury.gov.za">http://www.treasury.gov.za</a></strong>) by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
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</table>

#### 4.3.1 If so, furnish particulars:

### 4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
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</table>

#### 4.4.1 If so, furnish particulars:

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………  ……………………………

Signature  Date

………………………………………  ……………………………

Position  Name of Bidder
APPENDIX 8 : SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:_______________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit, a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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 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.

10. 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.

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

Signature                                           Date

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

Position                                          Name of Bidder
APPENDIX 9: PROPOSED BILLING PROCESS AND PAYMENT TERMS

1. Service Provider to supply on 4th Calendar day of Month the previous month Invoices, electronically as well as Hard Copy printed per unit rented to SANParks to the Admin office of each User Group.

   Indicating:
   - Unit number
   - Host Cost Centre allocated too
   - Cost for the past month
   - Hours worked
   - Rental per month
   - All cost incurred in the operation of the specific unit during the past month

2. User Group

   - Control log sheet of each unit rented with invoice of Service provider
   - Sign invoice off and submit by 9th Calendar day of month to Fleet Management office for payment
Appendix 10: ATTACH COMPANY PROFILE

- Attached company profile at this section or annexure.
**APPENDIX 11: B-BBEE CERTIFICATES**

NB: Bidder(s) is requested to attach their valid and original or certified B-BBEE Preferential point claim certificate to be eligible for points claimed. Certificate must be issued by SANAS Accredited agency.
APPENDIX 12: COMPANY REGISTRATION DOCUMENTS (CIPC)

- Certified copies (copy with original stamp) of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of close corporation
- Certified copies (copy with original stamp) of all latest share certificates, in case of a company
Appendix 13: JOINT VENTURE AGREEMENT

- To provide Joint Venture Agreement signed under Commissioner of Oath.
- To provide above documentation for both companies that form the JV.

**NB: Joint venture agreement and performing the work**
The primary bidder needs to have major responsibilities in this project and both parties need to state their percentage interest in this joint venture. Joint venture is encouraged mainly for developmental purposes.
Appendix 14: MEMORY STICK – COPY CONTAINING A DIGITAL COPY OF ALL TENDER DOCUMENTS AS PROVIDED IN PRINT
Appendix 15: LIST OF REFERENCE OF RELEVANT SERVICES (PROJECTS)

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH.

Current and Previous Projects of not more than 5 years.

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<thead>
<tr>
<th>No</th>
<th>Project/Company name</th>
<th>Extent of contract/relationships</th>
<th>Contact person</th>
<th>Contact number</th>
<th>Contract amount</th>
<th>Date of commencement</th>
<th>Scheduled date of completion</th>
<th>Contract period (No of years)</th>
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Appendix 16: RESOLUTION OF BOARD OF DIRECTORS / MEMBERS / SOLE PROPRIETOR / PARTNERS OF PARTNERSHIP

This returnable schedule needs to be completed if the tenderer is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

________________________________________________________________________________________________________________________

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at ____________________________________________ (place)

On _________________________________________________ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

   __________________________________________

   (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

   to the South African National Parks in respect of the following project:

   __________________________________________

   (Project description as per Tender Document)

   Tender Number: ________________________________________ (Tender Number as per Tender Document)

2. The Principal Partner of the Joint Venture will be

   __________________________________________

   (Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

3. *Mr./Mrs./Ms.: __________________________________________

   in *his/her Capacity as: __________________________________________ (Position in the Enterprise)

   and who will sign as follows: __________________________________________

   be, and is hereby, authorised to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the South African National Parks in respect of the project described under item 1 above.

5. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the South African National Parks in respect of the project under item 1 above:
<table>
<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
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</table>

**Physical address:**
________________________________________
________________________________________
________________________________________
________________________________________ (code)

**Postal Address:**
________________________________________
________________________________________
________________________________________
________________________________________ (code)

**Telephone number:** ___________________________ (code)

**Fax number:** ________________________________ (code)

**Note:**
1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**
Appendix 17: SANPARKS GENERAL CONDITIONS OF CONTRACT

A document titled "Fleet management experience" presenting the following:

- Information relating to the Bidder, to be used by the BEC in evaluating the Bidder's ability to implement its offer (Appendix 15)
- Number and type of Plant currently managed through rented out
- Names of the three largest Plant Rental clients and the number of plant rented per client
- Categories of plant currently rented and numbers per category i.e. Graders, Excavators, TLB's, trucks and loaders, etc.
- Number of years' experience in Plant rental arrangements business.
- Number and location of plant rental depots
### Appendix 18: SANPARKS GENERAL CONDITIONS OF CONTRACT

**PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT**

#### General conditions of bid and conditions of contract

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the bidders shall substantiate their response to a specific question.

**NOTE:** It is mandatory for bidders to complete or answer this part fully; failure to do so result to their bid to be treated as incomplete and shall be disqualified. Refer to paragraph 4 of this document (reasons for disqualification).

1. **This bid is subject to the General Conditions of Contract stipulated below.**
   - Accept
   - Do not accept

2. **The laws of the Republic of South Africa shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.**
   - Accept
   - Do not accept

3. **SANParks shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder’s proposal or to select any proposal, or to discuss the reasons why such vendor’s or any other proposal was accepted or rejected.**
   - Accept
   - Do not accept

4. **SANParks may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.**
   - Accept
   - Do not accept

5. **In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.**
   - Accept
   - Do not accept

6. **In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.**
   - Accept
   - Do not accept
<p>| | |</p>
<table>
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</thead>
<tbody>
<tr>
<td>7</td>
<td>SANParks reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.</td>
</tr>
<tr>
<td>8</td>
<td>Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.</td>
</tr>
<tr>
<td>9</td>
<td>By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.</td>
</tr>
<tr>
<td>10</td>
<td>Where applicable, SANParks reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.</td>
</tr>
<tr>
<td>11</td>
<td>SANParks reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors’ capabilities to meet the requirements specified in the RFP and supporting documents.</td>
</tr>
<tr>
<td>12</td>
<td>Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.</td>
</tr>
<tr>
<td>13</td>
<td>The bidder should not qualify the proposal with own conditions. <strong>Caution:</strong> If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</td>
</tr>
<tr>
<td>14</td>
<td>Should the bidder withdraw the proposal before the proposal validity period expires, SANParks reserves the right to recover any additional expense incurred by SANParks having to accept any less favourable proposal or the additional expenditure incurred by SANParks in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.</td>
</tr>
</tbody>
</table>
15

Delivery of and acceptance of correspondence between the SANParks and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.

Accept | Do not accept

16

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SANParks shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.

Such cancellation shall mean that SANParks reserves the right to award the same proposal to next best bidders as it deems fit.

Accept | Do not accept

17

In the case of a consortium or JV, each of the authorised enterprise’s members and/or partners of the different enterprises must co-sign this document.

Accept | Do not accept

18

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by SANPARKS signatory and added to this RFP as an addendum.

Accept | Do not accept

19

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.

Accept | Do not accept
Bidders who make use of subcontractors. The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. A vendor which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 25% of the contract to a non-HDI entity. No separate contract shall be entered into between SANParks and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

| 21 | All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law. | Accept | Do not accept |
| 22 | No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract. | Accept | Do not accept |
| 23 | Evaluation of Bids shall be performed by an evaluation panel established by SANParks. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for BBBEE (according to the PPPFA) is 20. | Accept | Do not accept |
| 24 | If the successful bidder disregards contractual specifications, this action may result in the termination of the contract. | Accept | Do not accept |
| 25 | The bidders’ response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract. | Accept | Do not accept |
| 26 | Should the evaluation of this bid not be completed within the validity period of the bid, SANParks has discretion to extend the validity period. | Accept | Do not accept |
| 27 | Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period. | Accept | Do not accept |
| Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used. | Accept | Do not accept |
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

• The General Conditions of Contract will form part of all bid documents and may not be amended.

• Special Conditions of Contract (SCC) relevant to a specific Bid, should be compiled separately for every bid (if Applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
# TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are 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.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock 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” means 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 provided that 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.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.
1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information;

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf, of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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.

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.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days 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.

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.

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: (a) a 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 (b) a cashier’s or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 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.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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 Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, 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.

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.

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 cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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 shall be 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.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case 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.

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.
10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be 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.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) 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
(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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.

14. Spare parts

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:

(a) 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
(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the
15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that 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.

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.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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.
<table>
<thead>
<tr>
<th>Section</th>
<th>Paragraph</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Contract amendments</td>
<td>18.1</td>
<td>No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</td>
</tr>
<tr>
<td>19. Assignment</td>
<td>19.1</td>
<td>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.</td>
</tr>
<tr>
<td>20. Subcontracts</td>
<td>20.1</td>
<td>The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</td>
</tr>
<tr>
<td>21. Delays in the supplier’s performance</td>
<td>21.1</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>21.2</td>
<td>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, it’s 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.</td>
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<tr>
<td></td>
<td>21.3</td>
<td>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.</td>
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<tr>
<td></td>
<td>21.4</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>21.5</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>21.6</td>
<td>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.</td>
</tr>
</tbody>
</table>
and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination

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:

(a) 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;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

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.

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 time 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?

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer /
Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.
These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.

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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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.

25. Force Majeure

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.

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.

26.1 Termination for insolvency
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 accrued thereafter to the purchaser.

27. Settlement of Disputes
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.

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.

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.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability
28.1 Except in cases of criminal negligence or wilful misconduct, and in
the case of infringement pursuant to Clause 6;
(a) 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
(b) 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.

29. Governing language

29.1 The contract shall be written in English. All correspondence and
other document pertaining to the contract that is exchanged by the
parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African
laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier
concerned by registered or certified mail and any other notice to
him shall be posted by ordinary mail to the address furnished in his
bid or to the address notified later by him in writing and such
posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any
act after such aforesaid notice has been given, shall be reckoned
from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp
duties, license fees, and other such levies imposed outside the
purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties,
license fees, etc., incurred until delivery of the contracted goods to
the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters
are not in order. Prior to the award of a bid the Department must
be in possession of a tax clearance certificate, submitted by the
bidder. This certificate must be an original issued by the South
African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and
Industry shall be applicable to all contracts that are subject to the
NIP obligation.

Request for Proposal SANParks – Earth Moving Equipment
34. Prohibition of
Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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.

Appendix 20: COMPLIANCE STATEMENT TO DRAFT OUTSOURCED SERVICES AGREEMENT
A document clearly titled **Appendix 20** - Compliance Statement to Draft Outsourced Services Agreement, providing comments. These comments must contain concise narrative descriptions of the Bidder's capabilities, systems, processes and structures proposed for the contract as well as any other relevant comments relating to each sub-paragraph. This document will serve as the Bidder's "technical offer" and must thus clearly highlight any non-compliance with the RFB specifications.

A document clearly titled Compliance Statement to Draft Outsourced Services Agreement, *(Appendix 20)* - providing comments in relation to each clause of the OSA, in the format of **Appendix 20**.

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**Appendix 21: COMPLIANCE WITH SERVICE LEVEL AGREEMENTS**
<table>
<thead>
<tr>
<th>Item No.:</th>
<th>Description of the returnable document</th>
<th>Annexure / SLA</th>
<th>Can Service Provider Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>SLA 1 - Provision of Ad Hoc and Replacement Vehicles - Service Level Agreement</td>
<td>APPENDIX 22 – SLA 1</td>
<td>Y</td>
</tr>
<tr>
<td>2.</td>
<td>SLA 2 - Vehicle Fleet Optimization Service Level Agreements</td>
<td>APPENDIX 23 – SLA 2</td>
<td>Y</td>
</tr>
</tbody>
</table>

### Appendix 22 – Service Level Agreements

**SLA 1 - Provision of Rental and Replacement Vehicles -**
Service Level Agreement

Service Deliverable Requirements
To establish the timing and manner in which the Service Provider ensures that SANParks’ rental and replacement vehicle requirement need is adequately met during the currency of this agreement.

Service Description
The provision of vehicles on an ad hoc and replacement basis to SANParks over and above the normal plant rental requirements due to fluctuations in utilization levels.

Service Provider Responsibility
The Service Provider is required to:
1. Provide or have access to, a pool of rental or replacement vehicles of similar make and model to those leased to SANParks.
2. Provide a vehicle to SANParks on an rental or replacement basis in accordance with the Vehicle Age and Kilometre Limits (Annexure 4)
3. Adhere to delivery lead times per Replacement / rental Delivery Requirements (Annexure 8)
4. Provide vehicles to SANParks for any period during which the prevailing ad hoc Tariff Card will apply.
5. Advise SANParks of plant rental utilization statistics
6. Manage booking requests for the provision of replacement and plant rental
7. Replacement / plant rental may be of any colour and with any accessories but are required to have a tow bar fitted.

SANParks Responsibility
SANParks is required to:
1. Inform the Service Provider of the designated person who has the authority to submit requests for rental / replacement vehicles
2. SANParks is required to advise Service Provider of designated delivery points
3. Submit requests for rental / replacement rentals on the Service Provider

Service Level Key Performance Indicator
Delivery of rental / replacement vehicle in line with Replacement/ Ad Hoc Delivery Requirements

Reporting
Rate cards for rental / replacement rentals, Replacement / plant rental utilisation

Frequency
Monthly

Penalties
If Service Supplier is unable to meet the request from the User Group for an rental / replacement Vehicle within Service Level, the User Group reserves the right to rent a similar vehicle from a third party for the period required and shall be entitled to recover any adverse cost difference for the rental of such vehicle from Service Provider, provided that such third party shall be a recognized registered plant rental company. Refer to Annexure 6 – Penalties

Appendix 23 – Service Level Agreements
SLA 2 - Vehicle Fleet Optimization Service Level Agreements

Service Deliverable Requirements
The objective of the Yellow Metal fleet reduction services is to achieve the most optimal and efficient Yellow Metal fleet necessary for the attainment of SANParks business objectives taking into account prevailing market conditions from time to time.

Service Description
The evaluation of usage of each vehicle and the identification of opportunities to optimize or reduce the fleet cost within SANParks.

Service Provider Responsibility
The Service Provider is required to:
1. Evaluate the vehicle specifications, required job function and utilization and to identify alternatives that provide operating and /or cost benefits
2. Evaluate vehicle usage to identify underutilized vehicles (less than 50% of prescribed average kilometers / hours per month) that potentially can be removed from the fleet or alternatively be beneficially replaced by the use of ad hoc vehicles
3. Apply the following to minimize downtime,
   a. ensuring that Vehicles are fit for purpose to reduce downtime;
   b. ensuring interchangeability of Vehicles and accessories;
   c. optimizing the mix between long-term and ad hoc requirements;
   d. achieving 100% up time on the fleet through provision of replacement vehicles;
   e. minimizing downtime on maintenance and accident repairs;
   f. onsite and after hours services
4. To prepare and analyze reporting systems that identify the range of monthly usage of the SANParks fleet, compare actual costs to budgets and report on exceptions.
5. To ongoing identify and recommend modifications to fleet management processes that can increase efficiency and reduce costs
6. SANParks may terminate the lease in respect of any vehicle without penalty or liability for any charges

Service Level Key Performance Indicator
Optimized vehicle utilization that results in minimal fleet sizes

Reporting
Fleet utilization (kilometers / hours), Ad hoc rental utilization and operating and cost performance to budgets

Frequency
Monthly

Penalties
Refer to Annexure 6 – Penalties

SANParks Responsibility
SANParks is required to:
1. Through a consultative process with the service provider to evaluate the vehicle specifications, required job function and utilization and to identify alternatives that provide operating and /or cost benefits
2. Support the service provider in making vehicles available for routine servicing and applying a system of checks to ensure that unnecessary repair is avoided.
3. Fully evaluate recommendations from the service provider in respect of vehicle utilization, servicing requirement, driver behaviour and to apply agreed recommendations.
### Appendix 24: COMPLIANCE REQUIREMENTS

**NB:** Bidder(s) are requested to attach in this annexure any documents, information or answers to this evaluation criteria.

#### BID RESPONSE SCHEDULE OF ALL RETURNABLE DOCUMENTS

**Very important:** Bidders are requested to arrange their bid proposal and attach all returnable documents in the following sequence. This will enable the evaluation committee to easily find your response for ease evaluation.

<table>
<thead>
<tr>
<th>Item No.:</th>
<th>Description of the returnable document</th>
<th>Annexure where the document should be placed / attached</th>
<th>Are the documents attached as indicated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidders Detail</td>
<td>Appendix 1</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>Conditions And undertakings by Bidders</td>
<td>Appendix 2</td>
<td>Yes</td>
</tr>
<tr>
<td>3.</td>
<td>Declaration of Interests</td>
<td>Appendix 3</td>
<td>Yes</td>
</tr>
<tr>
<td>4.</td>
<td>Declaration of bidder’s Past Supply Chain Practices</td>
<td>Appendix 4</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>Tax Clearance Certificate</td>
<td>Appendix 5</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>Preference Points Claim form</td>
<td>Appendix 6</td>
<td>Yes</td>
</tr>
<tr>
<td>7.</td>
<td>Proposed Billing Process and Payment Terms</td>
<td>Appendix 7</td>
<td>Yes</td>
</tr>
<tr>
<td>8.</td>
<td>Company Profile</td>
<td>Appendix 8</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>BBEEE Certificates</td>
<td>Appendix 9</td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td>Contract form – Rendering of Services</td>
<td>Appendix 10</td>
<td>Yes</td>
</tr>
<tr>
<td>11.</td>
<td>Certificate of Independent Bid Determination</td>
<td>Appendix 11</td>
<td>Yes</td>
</tr>
<tr>
<td>12.</td>
<td>Company Registration Documents: Certified copies (Copy with original stamp) of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of a CC. Certified copies (Copy with original stamp) of all latest share certificates, in case of a company.</td>
<td>Appendix 12</td>
<td>Yes</td>
</tr>
<tr>
<td>13.</td>
<td>Joint Venture Agreement - To provide signed Joint Venture Agreement signed by all parties involved. The primary bidder needs to have major responsibilities in this project and all parties need to state their percentage interest in this joint venture. Joint venture is encouraged mainly for developmental purposes.</td>
<td>Appendix 13</td>
<td>Yes</td>
</tr>
<tr>
<td>14.</td>
<td>CD/DVD: Copy containing a digital copy of all Tender Documents as provided in print.</td>
<td>Appendix 14</td>
<td>Yes</td>
</tr>
<tr>
<td>15.</td>
<td>List of traceable references of relevant services. Particulars of commitments which the bidder had previously completed and presently engaged with.</td>
<td>Appendix 15</td>
<td>Yes</td>
</tr>
<tr>
<td>16.</td>
<td>Resolution of Board of directors / members / sole proprietor / partners of partnership</td>
<td>Appendix 16</td>
<td>Yes</td>
</tr>
<tr>
<td>17.</td>
<td>SANParks General Conditions of Contract – every page initialled by the bidder</td>
<td>Appendix 17</td>
<td>Yes</td>
</tr>
<tr>
<td>18.</td>
<td>General Conditions of Contract</td>
<td>Appendix 18</td>
<td>Yes</td>
</tr>
<tr>
<td>19.</td>
<td>Compliance with Service Level Agreements</td>
<td>Appendix 19</td>
<td>Yes</td>
</tr>
<tr>
<td>20.</td>
<td>Compliance with the requirements</td>
<td>Appendix 22</td>
<td>Yes</td>
</tr>
<tr>
<td>21.</td>
<td></td>
<td>Appendix 21</td>
<td>Yes</td>
</tr>
</tbody>
</table>