



Invitation to Bid for the Appointment of a Service Provider

PROVISION OF TRAVEL MANAGEMENT SERVICES TO SOUTH AFRICAN NATIONAL PARKS FOR A PERIOD OF THREE (3) YEARS

Bid Number:	GNP-091-25
Advert Date	19 September 2025
Issuer	South African National Parks
Closing Date and Time	17 October 2025
Compulsory Virtual Clarification Meeting	3rd October 2025 Join the meeting now Meeting ID: 321 149 032 060 8 Passcode: Fk3eg6pJ Teams' platform will open at 10h30 to allow members to register and stabilize their network and will close at 11h00. No entry will be allowed from 11h01.

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

The bid box is open 24 hours a day, 7 days a week at the below delivery address.

**GROENKLOOF NATIONAL PARK
643 LEYDS STREET, MUCKLENEUK, PRETORIA
(MAIN GATE – TENDER BOX)**

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT ISSUED PER TREASURY REGULATION 16A PUBLISHED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999 (ACT 1 OF 1999); PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000; AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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Table 1: Document Checklist and Returnable

Description of requirement	Bidder to tick Yes if the document is submitted	Reference where the document is in the submission
LEGISLATIVE, MANDATORY AND OTHER BID DOCUMENTS		
Invitation to Bid (SBD 1) must be fully completed and signed.		
Submission of fully completed Pricing Schedule (SBD 3.1)		
Submission of fully completed SBD 4 (Bidder's disclosure).		
Submission of fully completed SBD 6.1 (Preference points Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate or certified B-BBEE Sworn Affidavit. (downloaded from DTIC or CIPC)		
National Treasury's Cost Containment Instructions reporting template requirements		
General Conditions of Contract		
SBD7.2 (Contract Form)		
A dated and valid proof of membership of Association of South African Travel Agents (ASATA). An expired ASATA membership will be disqualified		
A dated and valid proof of membership of International Air Transport Association (IATA). Notes: a) An expired IATA membership will be disqualified. b) Bidders are required to submit a certified copy of their IATA. c) Where a bidder is using a 3rd party IATA license to issue tickets, proof of the agreement, signed by all parties involved, and a certified copy of the license must be attached d) All certified copies may not be older than 3 months		

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS					
TENDER NUMBER:	GNP-091-25	CLOSING DATE:		CLOSING TIME:	11:00am
DESCRIPTION	PROVISION OF TRAVEL MANAGEMENT SERVICES TO SOUTH AFRICAN NATIONAL PARKS FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
643 LEYDS STREET, MUCKENEUK, PRETORIA (MAIN GATE: TENDER BOX) NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above. No Bids from any bidder shall be accepted if sent via the Internet or e-mail. There shall be no public opening of the Bids received. No late submissions will be accepted.					
BIDDING PROCEDURES AND TECHNICAL INQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON:					
TELEPHONE NUMBER:					
E-MAIL:					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS					
TAX COMPLIANCE SYSTEM PIN:			CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		
[TICK APPLICABLE BOX]			[TICK APPLICABLE BOX]		
☐ Yes ☐ No			☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]			2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

☐

YES

☐

NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐

YES

☐

NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐

YES

☐

NO

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

☐

YES

☐

NO

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

☐

YES

☐

NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO FAXED OR EMAILED DOCUMENTS WILL BE ACCEPTED**

SIGNATURE OF BIDDER: _____

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

DATE: _____

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

Compulsory Virtual Clarification Meeting	Date:		
	Time:		
	Venue:		
	Contact Person(s):	Pawl Moyane Siyamthanda Mcoso	044 302 5639
	Link/Registration (If Virtual):		
Bid validity	Validity Period from Date of Closure:		180 Days
	The tender proposal shall remain valid for a minimum period of 180 days from the day following the tender closing date. All pricing, including contributions and other recurring costs specified in the proposal, must remain firm and valid throughout this 180-day period.		

CORRESPONDENCES - Queries

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

Any queries regarding the bidding procedure may be directed to:

Department:	Supply Chain Management	
Contact Person:	Mr. Pawl Moyane	Ms. Siyamthanda Mcoso
Tel:	044 302 5639	
Email Address:	pawl.moyane@sanparks.org	siyamthanda.mcoso@sanparks.org

CONDITIONS AND INSTRUCTION TO THE BIDDER

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

REASONS FOR DISQUALIFICATION

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

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

INTENTION TO SELL

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

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

DISCLAIMERS

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

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

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

BID DOCUMENTS

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

CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE

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

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

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

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

DEFINITIONS

- **Accommodation** means the rental of lodging facilities while away from one's place of residence,
- **After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. after 17:00 and before 08:00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.
- **Air travel** means travel by airline.
- **Authorising Official** means the employee who has been delegated to authorise travel requests
- **Bill Back** means Travel Management Company's back-office administration fee.
- **Car Rental** means the rental of a vehicle for a short period of time.
- **Domestic travel** means travel within the borders of the Republic of South Africa.
- **Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from the original planned trip.
- **IATA (International Aviation Travel Association) membership** - Full accreditation authorizes travel agents to sell international and/or domestic tickets on behalf of IATA member airlines. It also allows access to IATA's Billing and Settlement Plan (BSP), an efficient interface for invoicing and payment between the agent, airlines and transport providers.
- **International travel** refers to travel outside the borders of the Republic of South Africa.
- **MIS (Management Information System)** - Is a computerized database of financial information organized and programmed in such a way that it produces regular reports.
- **Regional travel** means travel across the border of South Africa to any of the SADC Countries.
- **Shuttle Service** means the service offered to transfer a traveller from one point to another.
- **Third party fees** are fees payable to third party service providers that provide travel related Services on an ad-hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.
- **Transaction Fee** means the negotiated fee charged for each specific service type e.g. air ticket, accommodation, car rental charged per type per transaction per traveller.
- **Traveller** refers to a South African National Parks official, consultant or contractor or any other person travelling on behalf of the South African National Parks.
- **Travel Authorisation** is the official form utilised by the South African National Parks reflecting the detail and reference number of the trip that is approved by the relevant authorising official.
- **Travel Booker** is the person coordinating travel reservations with the TMC consultant on behalf of the traveller, e.g. the personal assistant of the traveller.
- **Travel Management Company or TMC** refers to the company contracted to provide travel management services (travel agents).
- **Travel Policy** refers to the travel, accommodation and subsistence policy of the South African National Parks.
- **Travel Voucher** means a document issued by the TMC to confirm the reservation and/or payment of specific travel arrangements.

- **Value Added Services** are services that enhance or complement the general travel management services e.g. rules and procedures of the airports.
- **VAT** means Value Added Tax.
- **VIP or Executive Service** means the specialised and personalised travel management services to selected employees of the South African National Parks by a dedicated consultant to ensure a seamless travel experience.

1 BID OVERVIEW

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

2 INTRODUCTION TO SANPARKS

SANParks was initially established in terms of the now repealed National Parks Act, 57 of 1976 and continue to exist in terms of the National Environmental Management: Protected Areas Act, 57 of 2003 as amended; with the mandate to conserve; protect; control; and manage national parks and other defined protected areas and their biological diversity (Biodiversity). As a public entity, SANParks is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999), and it is listed as Schedule 3 Part A: 25 public entity.

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

Our mandate is to deliver of Conservation Mandate by Excelling in the Management of a National Park System

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

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

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

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

3 LEGISLATIVE AND REGULATORY FRAMEWORK

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

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

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

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

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

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

3.7 National Road Traffic Act, Act 93 of 1996

3.8 National Land Transport Amendment Act, 2023

4 SPECIAL CONDITIONS OF CONTRACT

Notwithstanding the contents of the contract to be signed upon appointment, the following will be some of the responsibilities/undertakings of the successful bidder: -

4.1 General

- The travel services will be provided to all Travellers, travelling on behalf of South African National Parks, locally and internationally. This will include all South African National Parks employees, any other person authorized by South African National Parks travelling on official business on behalf of South African National Parks. These person/s will include contractors, consultants, hosted guest and clients where the agreement is that South African National Parks is responsible for the arrangement and all cost of travel.
- Provide travel management services during normal office hours (Monday to Friday 07h30 – 16h30) and provide after hours and emergency services.
- Familiarisation with current South African National Parks' travel business processes.
- Familiarisation with current travel suppliers and negotiated agreements that are in place between South African National Parks, The National Treasury and third parties. Assist with further negotiations for better deals with travel service providers.
- Familiarisation with current South African National Parks travel policy and implementation of controls to ensure compliance.
- Penalties incurred because of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- The TMC (Travel Management Company) must maintain a travel management system for South African National Parks to update their travelers' profiles.
- Manage the third-party service providers by addressing service failures and complaints against these service providers.
- Consolidate all quotations and invoices from travel suppliers.
- All invoices must be supported by a copy of the original from the third party, i.e. Airline, Car rental, Property Management, etc.
- Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

- Bidders must note that National Treasury might, from time to time, enter into agreements with vehicle rental companies, accommodation establishments and airlines in order to obtain economies of scale benefits for the State. These agreements must be honoured by the appointed bidder.

4.2 Reports

The bidder will be expected to provide reports but not limited to:

- After hours' services.
- Compliments and complaints.
- Consultant Productivity Report;
- Long term accommodation and car rental;
- Extension of business travel to include leisure;
- Upgrade of class of travel;
- Bookings outside Travel Policy.
- Finance (Creditor's ageing report; Daily invoices; No show report; Cancellation report; etc.)

The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

4.3 Account Management

- An Account Management structure should be put in place to respond to the needs and requirements of South African National Parks and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the SANParks account.
- The personnel experience, qualifications, and roles submitted as part of the bid shall be maintained throughout the duration of the contract. The replacement personnel shall possess qualifications and experience equal to or greater than those originally proposed.
- The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- Ensure that South African National Parks Travel Policy is enforced.
- The Service Level Agreement (SLA) must be managed, and customer satisfaction surveys conducted to measure the performance of the TMC.
- Ensure that workshops/training is provided to Travellers and/or Travel Bookers as and when required via virtual platform or Head Office (Groenkloof National Park).
- During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

4.4 Value Added Services

The TMC must provide the following value-added services but not limited to:

- Destination information for regional and international destinations,

- Health warnings;
- Travel alerts;
- WhatsApp notifications for travel confirmations;
- Global Travel Risk Management;
- VIP services for EXCO and Board Members that include but is not limited to check-in support.
- The National Treasury cost containment initiative and the South African National Parks Travel Policy is establishing a basis for a cost savings culture.
- It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with South African National Park's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

4.5 Quarterly and Annual Travel Reviews

- Periodic reviews are required to be presented by the TMC (Travel Management Company) on all South African National Parks travel activity in the previous three-month period. These reviews are comprehensive and presented to South African National Parks' Procurement and Finance teams as part of the performance management reviews based on the service levels.

5 CONTRACT PERIOD

The contract will have a duration of three (3) years

6 SPECIFICATIONS/SCOPE OF WORK

6.1 Reservations

- Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveller via the agreed communication medium.
- Always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- Acquaint themselves of all travel requirements for destinations to which travellers will be travelling and inform the traveller of alternative plans that are more cost effective and more convenient where necessary.
- Must book the negotiated discounted fares and rates where possible.
- Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- Must be able to facilitate group bookings.
- Must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.
- Facilitate any reservations that are not bookable on the global distribution system (GDS).
- Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.

- Visa applications must be an option if and when required, where not required the relevant information must be supplied to the traveller(s) where visas will be required.
- Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury or by South African National Parks are non-commissionable, where commissions are earned for South African National Parks, bookings all these commissions should be returned to South African National Parks on a quarterly basis.
- Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by South African National Parks.
- Timely submission of proof that services have been satisfactorily delivered (invoices) as per South African National Parks' instructions. This must be a turn-key back-office solution where invoices need to be matched to copies of quotes, 3rd party invoices and Purchase Orders and submitted to South African National Parks for signature and payment.

6.2 Air Travel

- The TMC must be able to book full-service carriers as well as low-cost carriers.
- The TMC will book the most cost-effective airfares possible for domestic travel.
- For international flights, the airline which provides the most cost-effective and practical routings should be used.
- The TMC should obtain three or more price comparisons where applicable to present the most cost-effective and practical routing for the Traveller.
- The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- Airline tickets must be delivered electronically (WhatsApp and email format) to the traveller(s) and travel bookers promptly after booking before the departure times.
- The TMC will also assist with the booking of charters utilising the existing transversal term contract from National Treasury where applicable as well as the sourcing of alternative service providers for other charter requirements.
- The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.).
- TMC to process all invoicing for air tickets immediately.

6.3 Accommodation

- The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with South African National Parks travel policy.
- Accommodation vouchers must be invoiced to South African National Parks as per arrangement and such invoices must be supported by a copy of the original hotel accommodation charges (3rd party invoice).
- The TMC must during their report period provide proof, where applicable, that accommodation rates were booked

within the maximum allowable rates as per the cost containment instruction of the National Treasury. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

6.4 Booking of venues and other facilities

- The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- In an event SANParks is not able to secure accommodation, conference bookings or venues of its own or via their procurement process, the TMC where practical will obtain three price comparisons from venues and establishments that provide the best available rate within the maximum allowable rate. This includes planning, booking, confirming, and amending of venue with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the South African National Parks' Travel Policy.
- The TMC must ensure that the venues that are booked are fit for purpose. In case where the venue is found unsuitable, the South African National Parks reserves the right to request an alternative venue at no additional cost.
- The TMC must during their reporting period provide proof, where applicable, that the venues were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.

6.5 Car Rental and Shuttle Services

- The TMC will book the approved category vehicle in accordance with South African National Parks Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- The TMC should obtain three or more price comparisons from car rental and shuttle services companies, where applicable, to present the most cost effective and practical routing to the Traveller.
- The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.
- For international travel the TMC may offer alternative ground transportation to the Traveller that may include but not limited to rail, buses, car rental and transfers.
- The TMC will book transfers in line with South African National Parks Travel Policy with the appointed and/or alternative service providers. Transfers can also include buses, rail, car rental and transfers.
- The TMC should manage shuttle companies on behalf of South African National Parks and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

6.6 After Hours and Emergency Services

- The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- After hours' services must be provided from Monday to Friday outside the official working hours (16h30 to 07h30) and twenty-four (24) hours on weekends and Public Holidays.
- A Call Centre facility of after-hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings are attended to.
- The TMC must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 business hours. This will be based on actual transaction

6.7 Other Services:

6.7.1 Communication

- The TMC may be requested to conduct workshops and training sessions for Travel Bookers of South African National

Parks for Innovative means.

- All enquiries must be investigated and prompt feedback to be provided in accordance with the Service Level Agreement.
- The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

6.7.2 Financial Management

- The TMC must implement the rates negotiated by South African National Parks with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to South African National Parks for payment within the agreed time period.
- Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- The TMC will be required to offer a 30-day bill-back account facility to SANParks. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices South African National Parks for the services rendered.
- Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC, such travel requests are occasionally required at short notice and even for same day bookings.
- All invoices must be supported by a copy of the original from the third party, i.e. Airline, Car rental, Property Management, etc.

6.7.3 Consolidate Travel Supplier bill-back invoices.

- The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to South African National Parks on the agreed time period (e.g., Weekly). This includes attaching the Travel Authorisation and other supporting documentation to the invoices reflected on the Service provider bill- back report.
- A Key Account Manager to be allocated to SANParks
- Ensure Travel Supplier accounts are settled timeously.

6.7.4 Technology, Management Information and Reporting

- The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- All management information and data input must be accurate.
- The TMC will be required to provide the South African National Parks with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost. **Refer to Annexure E**
- Reports must be accurate and be provided as per South African National Parks specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).
- South African National Parks may request the TMC to provide additional management reports.
- Reports must be available in an electronic format e.g., Explore Management Information System. TMC may be requested to provide a travel app for use by SANParks traveller for ease of managing travel requests.

7 DELIVERABLES

7.1 Reservations:

- 7.1.1 Air Travel
- 7.1.2 Accommodation
- 7.1.3 Conference venues and other facilities
- 7.1.4 Car Rental and Shuttle Services

7.2 After Hours and Emergency Services

8 EVALUATION CRITERIA

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

8.1 Phase 1: Mandatory Evaluation Criteria

All mandatory documentation must be submitted by the bidder together with the bid document at the closing date and time of the bid. Failure to comply with Mandatory Requirements will lead to the bidder being disqualified and not considered for further evaluation i.e: Functionality, and Price and Preference.

Mandatory Requirements are as follows:

- 1) Price Schedule
- 2) Bidder(s) must be a fully accredited member/s of Association of South African Travel Agents (ASATA). **A dated and valid Proof of membership must be provided.** An expired ASATA membership will be disqualified
- 3) Bidder(s) must be a fully accredited member/s of International Air Transport Association (IATA) with access to a world-wide computerised reservation network which is valid and compliant to the travel industry requirements. **A dated and valid Proof of membership must be provided.** An expired IATA membership will be disqualified

Notes:

- a. Bidders are required to submit their International Air Transport Association (IATA) license (certified copy not older than 3 months)
- b. Where a bidder is using a 3rd party IATA license to issue tickets, proof of the agreement, signed by all parties involved, and a certified copy of the license must be attached

8.2 Phase 2: Functionality Evaluation Criteria

- Bidders are required to demonstrate their ability to undertake the required services and provide proof of expertise and resources to provide the required services.
- Bidders are required to score a minimum of **80** points out of a possible **100** to proceed to the second stage/phase of evaluation
- Bid offers that fail to score the required number of points (**80**) per the functional requirements will be eliminated.
- The onus rests with the bidder to supply sufficient information to allow for the proper scoring, evaluation and award of points.
- Functionality points shall be awarded per the following provisions

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
1	Bidder's Experience (number of years in the business & number of years doing work)	Reference Letters Three (3) Contactable reference letters within the past six (6) years preferably from Public Sector for Travel Management Services The reference letters should be: • In the client's letterhead • Indicate the description of the service rendered, • Indicate the value of the contract, • Indicate the actual dates of the contract – start and end date. • Reference letters should be dated and signed. Indicate the actual start and end date of the contract.	15	0 Points = No reference letter 05 Points = One (1) contactable reference letter within 6 years (2019 to date) 10 Points = Two (2) contactable reference letters within 6 years (2019 to date) 15 Points = Three (3) contactable reference letters within 6 years (2019 to date)
		The value of the contracts acquired in the past five years. Contactable reference letters within the past six (6) years preferably from Public Sector for Travel Management Services The reference letters should be: • In the client's letterhead • Indicate the description of the service rendered, • Indicate the value of the contract, • Indicate the actual dates of the contract – start and end date. • Reference letters should be dated and signed. Qualifier: Actual contract means concluded contracts. The contract value will be a total of concluded contracts within the past five years.	15	0 Points = The company has had actual contracts to the value at less than R29 million in the past 6 years. 05 Points = The company has had actual contracts to the value between R30 – 59 million in the past 6 years. 10 Points = The company has had actual contracts to the value between R60 – 89 million in the past 6 years. 15 Points = The company has had actual contracts to the value exceeding R89 million in the past 6 years.

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
2	Capacity	2.1 Booking System Accessibility to a Reliable Booking Management System The company has an agreement with Global Distribution Systems (GDS) or Online Travel Agency (OTA) Platforms - A GDS is a network that enables automated transactions between travel service providers (airlines, hotels, car rentals) and travel agents. - OTAs are platforms that allow consumers to book travel services online. Qualifier: Provide Proof of a Valid Agreement/ Licence in the company name or third-party name. Where third party agreement is provided, the service provider must also submit agreement with the third party.	30	0 Points = No Proof of Reliable Booking Management System provided. 10 Points = The company has an agreement with Online Travel Agency (OTA) Platforms 30 Points = The company has an agreement with Global Distribution Systems (GDS).
		2.2 Personnel Does the company have the required resources to successfully perform the scope of work: Key Accounts Manager – minimum 8 years' experience and relevant Degree or equivalent NQF level in Business Administration, or Sales, or Marketing, or Tourism Management Senior Consultant – minimum 5 years' experience and a diploma or equivalent NQF level in Tourism Management or Travel and Tourism Intermediate Consultant – minimum 3 years' experience and a diploma or equivalent NQF level in Tourism Management or Travel and Tourism Junior Consultant – minimum 1 year experience and a diploma or equivalent NQF level in Tourism Management or Travel and Tourism Finance Manager – minimum 5 years' experience and a relevant Degree or equivalent NQF level in Finance Qualifier: CV 's , and certified copies of qualifications for all personnel.	10	0 Points = Bidder does not meet the minimum requirement of list of all functional areas 10 Points = Bidder meets the minimum requirement of list of all functional areas

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
		2.3 Finance Does the company demonstrate sufficient financial stability and capacity to successfully perform the required services: - Property Accommodation Services - Car Hire Services - Flights and Air Travel Bookings Qualifier: A signed letter from a Financial Service Provider (FSP). The FSP should be registered with the Financial Sector Conduct Authority. The letter should be: - In the FSP's letterhead - Indicate the value of the credit facility and the period which the credit facility is valid, or - Indicate the positive cash flow forecast for 12 months.	10	0 Points = No letter from a Financial Service Provider (FSP). 10 Points = A letter from the FSP confirming a credit facility of at least R 3 million, in relation to this bid; or 10 Points = A letter from the FSP confirming cash flow of at least R 3 million in relation to this bid
3	Bidders to submit a Methodology for travel management services covering amongst others:	3.1 Booking process - Detailed narrative outlining the end-to-end booking process (from request to confirmation). - Sample travel itinerary and confirmation document. - Description of how multi-component bookings (flights, accommodation, car hire) are managed seamlessly. - Turnaround time commitments (e.g., how long from request to booking confirmation). 3.2 After-Hours and Emergency Support - Description of after-hours and emergency support structure (in-house or outsourced). - Escalation process flow with contact details or roles (no names required). - Service Level Commitments (response and resolution times). - Evidence of current 24/7 service capability (e.g., call centre certification, screen shots of after-hours support portal, or client reference). 3.3 Technology and Systems Integration	20	- The methodology is vague, lacks structure, and fails to provide meaningful or specific detail across most sections. - There is little to no supporting evidence for claims, with missing process flows, system visuals, or service samples. - Integration with finance or communication platforms is unclear or absent. - Value-added services are not addressed or are too generic to be actionable or measurable. 0 Points = - The methodology meets most of the requirements but lacks depth in some areas and provides only partial evidence.

Item No.	Minimum Technical Requirements	Evidence Required	Scoring Points	Scoring Methodology
		- Description or demo screenshots of travel management system or booking platform. - Sample of consolidated travel report (showing spend, savings, cancellations, etc.). - Explanation of how traveller profiles are stored, updated, and protected. - Demonstration of communication capabilities (e.g., sample SMS/ WhatsApp/ email travel confirmation). - System integration map or brief technical overview (e.g., how the system links to finance, or mobile apps). 3.4 Value Added Services - Reconciliation of commissions/ rebates or - Any volume driven incentives - Creditor's aging report - Creditor's summary payments - Daily invoices - Reconciled reports for Travel Lodge card - Statement, where applicable - No show report - Cancellation report - Receipt delivery report - Monthly Bank Statement Plan (BSP) - Report, where applicable - Refund Log - Open voucher report. - Provision/ availability of a TMC mobile application. - The use of credible 3rd party travel service providers (SMMEs/ PDIs) Qualifier: Methodology that is clear, relevant, feasible, and supported by evidence		10 Points = - Key components are described, but the supporting documentation (like service samples or technical overviews) is either generic or incomplete. - The integration and support mechanisms are present but not fully detailed. - Value-added services are mentioned but not clearly demonstrated or consistently aligned with the stated deliverables. 20 Points = - well-structured methodology covering every requirement with detailed process flows and practical examples. - Their approach is backed by strong evidence such as sample itineraries, system screenshots, certified support structures, and detailed reconciliation reports. - The technology is fully integrated, user-friendly, and demonstrates real-time communication capabilities. - Value-added services are extensive, with credible third-party partnerships and robust monthly account management processes.
			100	
Minimum qualifying score required			80	

8.3 Phase 3: Price Evaluation Criteria

Applicable Point System

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

Price and Preference

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

Criteria	Points
Price	90
Specific Goals: Enterprises with B-BBEE Procurement Recognition	10
Total points for Price and Specific Goals	100

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

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

Where:

- P_s = Points scored for price of the bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) To be completed by the organ of state)
Enterprises with B-BBEE Procurement Recognition Level 1	10
Enterprises with B-BBEE Procurement Recognition Level 2	8
Enterprises with B-BBEE Procurement Recognition Level 3	6
Enterprises with B-BBEE Procurement Recognition Level 4	4
Enterprises with B-BBEE Procurement Recognition Level 5 and above	0
NB: Bidders with BEE level 5 to 8 can still tender but will not claim points for specific goals.	

9 DETAILED PRICING SCHEDULE: SBD 3.1 (Firm Prices)

- (1) All prices quoted must be inclusive of Value Added Tax (VAT). Prices must be presented in South African Rand (ZAR).
- (2) The bidder's pricing must remain fixed for a minimum period of 180 days, commencing the day after the bid closing date. SANParks reserves the right to enter negotiations with the recommended bidder prior to contract signing, if deemed necessary.
- (3) Price changes whether as a result of CPI, extensions or expansions will be allowed in terms of the signed contract by both parties. Furthermore, such prices should be presented in South African Rand (ZAR). The Bidders pricing is to remain firm for 150 days from the closing date of this tender. SANParks reserves the right to negotiate with the recommended bidder prior to signing of the contract.
- (4) National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
- (5) No override commissions earned through South African National Parks reservations will be paid to the TMCs;
- (6) An open book policy will apply, and any commissions earned through the South African National Parks volumes will be reimbursed to South African National Parks.
- (7) TMC (Travel Management Company) are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution
- (8) The South African National Parks total travel volumes include air travel, accommodation, car hire, shuttle service, conference, et cetera. **The table below details the estimate travel volumes for Q4 of 2024/5 (January 2025 to March 2025)**

Invoice Month	Mar 2025		Jan 2025		Feb 2025		Quarterly	
Trip Type Name	Spend	Trans	Spend	Trans	Spend	Trans	Spend	Trans
AVIATION DOMESTIC	782,602	297	512,494	193	920,722	365	2,215,818	855
AVIATION INTERNATIONAL	17,566	1			62,525	2	80,091	3
AVIATION REGIONAL					26,051	5	26,051	5
CAR RENTAL	602,403	109	53,118	18	355,242	104	1,010,763	231
COACH AND BUS			8,545	17			8,545	17
HOTELS	913,180	244	472,145	120	817,523	249	2,202,848	613
INSURANCE	360	1			3,005	9	3,365	10
MISCELLANEOUS	950	1	2,985	1			3,935	2
PARKING					2,400	1	2,400	1
SERVICE FEES	80,477	339	44,050	230	93,827	361	218,353	930
SERVICE FEES - ACCOMMODATION			495	1			495	1
SERVICE FEES - AIR	305	5	427	1	244	4	975	10
SERVICE FEES - CAR	141	2	71	1	71	1	283	4
SERVICE FEES - ECC	5,328	35	1,186	8	5,458	34	11,972	77
TOUR OPERATORS					68,430	4	68,430	4
TRANSFERS	16,230	20	38,400	28	40,100	36	94,730	84
Total	2,419,541	1,054	1,133,915	618	2,395,598	1,175	5,949,054	2,847

Note: These figures are based on the current trends, and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their bids

9.1 PRICE SCHEDULE:

The bidder must determine and specify the service/ transaction fee of each line item under a single contract for the entire period. When pricing the service/ transaction fees, the bidder must consider the estimated travel volumes provided in the table above.

Item	Service/Transaction Fees	Unit Price Online Bookings (Excl. VAT)	Unit Price Traditional Bookings (Excl. VAT)
1	Air Travel: Domestic		
2	Air Travel: Regional		
3	Air Travel: International		
4	Vehicle Rental: Domestic		
5	Vehicle Rental: Regional		
6	Vehicle Rental: International		
7	Shuttle Service (per car): Domestic		
8	Shuttle Service (per car): Regional		
9	Shuttle Service (per car): International		
10	Accommodation: Domestic		
11	Accommodation: Regional		
12	Accommodation: International		
13	Bundle Transaction Fee: Air Travel, Accommodation, Vehicle (Domestic)		
14	Bundle Transaction Fee: Air Travel, Accommodation, Vehicle Rental (Regional)		
15	Bundle Transaction Fee: Air Travel, Vehicle Rental, Accommodation (International)		
16	Insurance Transactional Fees: Regional		
17	Insurance Transactional Fees: International		
18	Bus Transaction Fees: Domestic		
19	Bus Transaction Fees: Regional		
20	Bus Transaction Fees: International		

Item	Service/Transaction Fees	Unit Price Online Bookings (Excl. VAT)	Unit Price Traditional Bookings (Excl. VAT)
21	Parking Transaction Fee		
22	Bill Back Per Booking		
23	Changes and Cancellation Fee		
24	Afterhours Fee		
25	Conferencing Fee		
26	Groups with one order- Domestic		
27	Groups with one order- Regional		
28	Groups with one order- International		
29	Groups Shuttle/ Bus with one order - Domestic		
30	Groups Shuttle/ Bus with one order- Regional		
31	Groups Shuttle/ Bus with one order- international		
32	Percentage (%) conference fee <i>Use R 100 000.00 as a baseline for calculation purposes</i>		
33	Percentage (%) Events fee <i>Use R 100 000.00 as a baseline for calculation purposes</i>		
Sub-Total			
VAT @ 15%			
Grand Total (Bundle of Services)			



SOUTH AFRICAN NATIONAL PARKS

BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

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

2.2.1	If so, furnish particulars: _____
-------	-----------------------------------

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

2.3.1	If so, furnish particulars _____
-------	----------------------------------

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

3. DECLARATION

I, the undersigned (Name) _____

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature

Date

Position

Name of the Bidder

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

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

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (90/10 system) To be completed by the organ of state)	Number of points claimed (90/10 system)
	Enterprises with B-BBEE Procurement Recognition Level 1	10	
	Enterprises with B-BBEE Procurement Recognition Level 2	8	
	Enterprises with B-BBEE Procurement Recognition Level 3	6	
	Enterprises with B-BBEE Procurement Recognition Level 4	4	
	Enterprises with B-BBEE Procurement Recognition Level 5 and above	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of Company / Firm:

4.4 Company Registration Number:

4.5 Type of Company / Firm (Tick applicable box)

Partnership / Joint Venture / Consortium

☐

Personal Liability Company

☐

One-person business / sole propriety

☐

(Pty) Limited

☐

Close corporation

☐

Non-Profit Company

☐

Public Company

☐

State Owned Company

☐

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

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

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

**SURNAME AND
NAME**

DATE:

ADDRESS:

SIGNATURE(S) OF TENDERER(S)

GENERAL CONDITIONS OF CONTRACT

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

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

GCC1	1. Definitions - The following terms shall be interpreted as indicated:																																
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Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</td></tr> <tr> <td style="vertical-align: top; padding-right: 10px;">1.7.</td><td>"Day" means calendar day.</td></tr> <tr> <td style="vertical-align: top; padding-right: 10px;">1.8.</td><td>"Delivery" means delivery in compliance of the conditions of the contract or order.</td></tr> <tr> <td style="vertical-align: top; padding-right: 10px;">1.9.</td><td>"Delivery ex stock" means immediate delivery directly from stock actually on hand.</td></tr> <tr> <td style="vertical-align: top; padding-right: 10px;">1.10.</td><td>"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.</td></tr> <tr> <td style="vertical-align: top; padding-right: 10px;">1.11.</td><td>"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.</td></tr> <tr> <td style="vertical-align: top; padding-right: 10px;">1.12.</td><td>"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. 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	manufactured. 1.17. “Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place. 1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities. 1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service. 1.20. “Project site”, where applicable, means the place indicated in bidding documents. 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.
GCC2	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 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.
GCC3	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 (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	4. Standards
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	5. Use of contract documents and information
	5.1. The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance. 5.2. The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 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.

GCC6	6. Patent rights
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	7. Performance security
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 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: 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2. a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	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 purchaser or an organization acting on behalf of the purchaser. 8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 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 supplier shall defray the cost in connection with these inspections, tests, or analyses. 8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	9. Packing
	9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case

	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.
GCC10	10. Delivery and Documentation
	10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier. 10.2. Documents submitted by the supplier are specified in SCC.
GCC11	11. Insurance
	11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	12. Transportation
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. Incidental services
	13.2. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.2.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.2.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.2.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.2.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.2.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.3. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	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: 14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2. In the event of termination of production of the spare parts: 14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	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 those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 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.
GCC16	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 fulfilment 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
GCC17	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.
GCC18	18. Contract amendment
	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	19. Assignment
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	20. Subcontract
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	21. Delays in supplier's performance
	21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should

	encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	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.
GCC23	23. Termination for default
	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: 23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 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 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: 23.6.1. The name and address of the supplier and / or person restricted by the purchaser; 23.6.2. The date of commencement of the restriction 23.6.3. The period of restriction; and 23.6.4. The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 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.
GCC24	24. Anti-dumping and countervailing duties and rights
	24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	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.
GCC26	26. Termination for insolvency
	26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	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, 27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. The purchaser shall pay the supplier any monies due the supplier.
GCC28	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; 28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	29. Governing language
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	30. Applicable law
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	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
GCC32	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 SANParks must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	33. National Industrial Participation Programme

	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	34. Prohibition of restrictive practices
	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.