



Invitation to Bid for the Appointment of a service provider for the Publication and Communication services for the Wild Digital Magazine for a period of three (03) years

Bid Number	GNP-020-21
Advert Date	04 August 2022
Issuer	South African National Parks
Closing date and time	Date: 26 August 2022 Time: 11:00am

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

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

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS				
BID NUMBER:	GNP-020-21	CLOSING DATE:	26 August 2022	CLOSING TIME: 11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PUBLICATION AND COMMUNICATION SERVICES FOR THE WILD DIGITAL MAGAZINE FOR A PERIOD OF THREE (03) YEARS			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT				
643 LEYDS STREET, MUCKLENEUK, 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 with offices within the RSA 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 PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mpho Masia		CONTACT PERSON	Hein Grobler / Michael Motsepe
TELEPHONE NUMBER	012 426 5083		TELEPHONE NUMBER	013 735 4105 / 012 426 5000
E-MAIL ADDRESS	mpho.masia@sanparks.org		E-MAIL ADDRESS	Michael.Motsepe@sanparks.org hein.grobler@sanparks.org
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ 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 PART B:3]
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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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR AN SLA.
2. TAX COMPLIANCE REQUIREMENTS
2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.4 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.8 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.9 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

Bidders are not allowed to contact any other SANParks staff in the context of this tender other than the indicated officials under SBD 1 above or as mentioned under "correspondences".

Non – Compulsory Briefing Session	Date: 18 August 2022 Time: 11:00 am Venue: Microsoft Teams Contact Person: Link/registration [if virtual]: Please register for the non-compulsory briefing session via email to mpho.masia@sanparks.org no later than 17 August 2022	
Bid Validity	Validity Period From Date Of Closure:	150 Days
	The tender proposal must remain valid for at least 150 days after the tender due date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period of one hundred and fifty (150) days after closing date.	
Pre-Qualification	In terms of Regulation 4 of the 2017 Preferential Procurement Regulations (PPR), SANParks requires that bidders meet the following pre-qualification criteria: • Qualifying Small Enterprises (QSE) who are B-BBEE Level 1 - 4. No service provider of B-BBEE Level of over and above level 1 - 4 and which is above QSE in terms of turnover will be considered for this bid Bidders to attach the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers or a certified copy of a Sworn Affidavit by the Commissioner of Oaths. NB. A tender that fails to meet this pre-qualifying criteria will be declared an unacceptable tender.	

CORRESPONDENCES - Queries

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed above in SBD 1 or 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 Mpho Masia

Tel: 012 426 5083

E-mail address: mpho.masia@sanparks.org

CONDITIONS AND INSTRUCTION TO THE BIDDER

- a) The Bid forms should not be retyped or redrafted but photocopies may be prepared and used.
- b) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
- c) Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- d) 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.
- e) Response preparation costs: SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
- f) Cancellation prior to awarding: SANParks reserves the right to withdraw and cancel the Bid Invitation 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.
- g) Collusion, Fraud and corruption: Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
- h) Fronting: SANParks, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SANParks establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist? Failure to do so within a period of 7 days from 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.

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

INTENTION TO SELL

Is the bidder in the process of selling the bidding company?	☐ YES ☐ NO
Does the bidder have any intension of selling the bidding company within the next 12 months?	☐ YES ☐ NO
Does the bidder have any intension 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 how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SANParks makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and SANParks shall have no liability towards the responding service providers or any other party in connection therewith.

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

SANParks is in no way selling the bid document, all documents shall be found on the SANParks website and e-Tender 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, initialled on each page thereof and signed where required (two separate envelopes: one for Pricing and the other for Technical document). 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.	

RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE

VERIFICATION DOCUMENTS (Standard Bidding Documents)

The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:	
Invitation to Bid (SBD 1) must be fully completed and signed.	
Submission of fully completed Pricing Schedule (SBD3.1)	
Submission of fully completed SBD 4 (Bidder's disclosure).	(Refer to Annexure A)
Submission of fully completed SBD 6.1 (Preference Claim form), accompanied by the original or certified B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit.	(Refer to Annexure A)
Submission of fully completed SBD 7.2 (Contract Form)	(Refer to Annexure A)
General Conditions of a Contract	(Refer to Annexure A)

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.

THE BIDDING SELECTION PROCESS

Evaluation phases

Phase 1: Mandatory evaluation criteria

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

Failure to comply with Mandatory Requirements may lead to the bidder being disqualified, and not considered for further evaluation on the Price and Preference requirements.

Description of requirement	Indicate COMPLY/NOT COMPLY	Comment or reference to proposal
GENERAL		
1. Detailed company profile with an overview, history, team composition, portfolio, footprint (key centres JHB, CPT& DBN) and visuals of work done. Potential suppliers must provide the following information: - General information including: company's legal and trading name, inception date, physical addresses of all offices, contact telephone numbers and email addresses. - Details of the company's ownership structure and shareholder participation, specifically indicating nationality. - An example publications produced by the company, digitally in the last five (05) years (Provide a link or URL of the publication).		
2. Evidence of work undertaken for all segments with particular emphasis on millennial, tweens, generation Z and black middle class for a major brand		
3. Evidence of brands managed and special brand intervention projects managed with them. Provide a the list of readership and age of the brands		
4. Three (3) written references with contact details per relationship type where applicable, for those customers for whom the bidder has completed work within the last five (05) years.		

Phase 2: Technical/Functional evaluation criteria

In this phase all bids that met all the requirements in terms of the submitted proposal per the above set of mandatory requirements will be evaluated as follows:

Qualification Threshold – Bidders must achieve 75% per the criteria for consideration to the next phase. Bidders who fail to comply with the set minimum threshold of 75% per the technical requirements will be eliminated.

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
FUNCTIONALITY	Weights	Points	Points
1. Skills Profile 1.1 Details of all key staff members who will be responsible for the content generation and the production of each publication, including: names, titles, tenure with the company, years' experience, core skills and production duties. (Max 50 words per person). 1.2. A résumé of existing company skills and experience in the following areas must be provided: • Digital Distribution and mailing • Marketing • managing of customer related queries channelled through the magazine in line with the brand • Skills in corporate liaison / Communications Publication • Database management • Proof Qualifications and CV's of experienced key staff including those who will be assigned to the different Projects.	15	4	1= The skills profile provided does not meet the requirements 2= The skills profile provide has some elements and it partially meets the requirements 3= The skills profile provided has all the elements and complies with the minimum requirements 4=The skills profile provided has all the elements and additional information and it exceeds the requirements
2. Client Profile of Supplier 2.1 Details of any corporate / tourism and wildlife/conservation publications you publish. 2.2 Details of any experience working with nature/tourism projects in the past 5 years. Indicate the client name, duration of the project and a brief overview of the work done (max 50 words)	5	4	1= The client profile provided does not meet the requirements 2= The client profile provide has some elements and it partially meets the requirements 3=The client profile provided has all the elements and complies with the minimum requirements 4= The client profile provided has all the elements and additional information and it exceeds the requirements

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
3. Experience Profile 3.1 List your experience in producing content strategy blueprints for clients. Be brief and give specific examples (max 50 words). 3.2 Describe your experience in producing complete publishing package and managing social networks for clients (max 50 words).	5	4	1= The experience profile provided does not meet the requirements 2= The experience profile provide has some elements and it partially meets the requirements 3= The experience profile provided has all the elements and complies with the minimum requirements 4= The experience profile provided has all the elements and additional information and it exceeds the requirements
4. Advertising 4.1 How will you optimize advertising income for the Wild Card Programme? Supply a strategic approach to income generation by means of advertisements online in the course of 2022–2025 (max 100 words). 4.2 Supply a detailed budget of expected advertising income you will be able to generate for the Wild Card Programme, including all income and commissions earned by the supplier or agents, online, in the course of 2022–2025. It should clearly show the net ad revenue due to the Wild Card Programme and this should be included in the cash flow budget as per point 8 below. 4.3 Supply a minimum of three (03) examples of creative campaigns to generate advertising income devised by your company. 4.4 Supply assurances regarding attainment of advertising income targets, e.g. voluntary penalty clauses. 4.5 How will you increase Wild Card sales through the use of innovative marketing ideas? (50 words). NOTE: No more than 7.5% commission will be paid on multi-party advertising deals?	5	4	1= The advertising model proposed provided does not meet the requirements 2= The advertising model proposed provide has some elements and it partially meets the requirements 3= The advertising model proposed provided has all the elements and complies with the minimum requirements 4= The advertising model proposed provided has all the required elements with additional information.

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
5. Database management 5.1 Give a bulleted list of innovative ideas on how to grow the Wild Card database with timelines and growth targets (max 50 words).	5	4	1= The proposed database management is poorly described 2= The proposed database management has some elements which are partially described 3=The proposed database management has all requirement elements which are clearly described 4= The proposed database management has all the required elements and additional information which are comprehensively described
6. Wild Card Budget Please supply detailed budgets for the following and incorporate totals in the cash flow in a spread sheet per year for 3 years from October 2022. Content generation 6.1 Regular blogs generated for and uploaded onto the Wild Card website. 6.2 Content curated and generated for the monthly e-newsletter sent to the Wild Card membership base. 6.3 Content generated for the quarterly 96 + 4-page Wild Digital Magazine. Content in this instance refers to text and photographs. The format of the magazine is no smaller than A5 transfer to digital format (page flipper, computer and mobile compatible) and if necessary print ready. 6.4 Content generated for social networks to build the Wild Card community.	5	4	1= The proposed budget for cash flow is not clearly explained and does not meet the requirements 2=The proposed budget for cash flow has some required elements and is partially explained 3= The proposed budget for cash flow is clearly explained and it meets all the requirements 4= The proposed budget for cash flow is clearly explained with additional information and it exceeds the requirements
7. Production Please supply Production details for the following: 7.1 Production Teams: A. Content marketing strategist cum editor (per year) B. Experienced digital editor to create, commission, edit and upload content, and to monitor and report for the: (per year) B.1 Wild Card website (daily) B.2 Social media (daily) B.3 Wild e-newsletter (monthly) C. Editorial team for Wild digital magazine (quarterly)	15	4	1= The proposed production is not clearly explained and does not meet the requirements 2= The proposed production has some required elements and is partially explained 3= The proposed production is clearly explained and it meets all the requirements 4= The proposed production is clearly explained with additional information and it exceeds the requirements

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
C.1 Dedicated strategist cum editor (executive/senior position) Per year C.2 Dedicated deputy editor/ managing editor (senior) Per year C.3 Dedicated designer (senior) per year C.4 Dedicated sub-editor (senior) per year C.5 Dedicated proof-reader (senior) per year C.6 Editorial and creative directors (per year) C.7 Publisher (per year) Please supply budgets for production cost for all of the above Part B – Pricing Proposal envelope			
8. Services of social media and website Please supply details for the following: 8.1 Digital Mailing: Please supply details for the digital mailing and subscription of approximately 80 000 Wild Digital magazines e-mail addresses. 8.2 E-mail sending: Please supply details for the sending of minimum of 120 000 monthly e-mails (ensure is POPIA compliant). 8.3 Database cleaning: Please supply details for the cleaning of the respective databases for digital mailing and e-mailing. Please supply a quote for management cost for all of the above Part B – Pricing Proposal envelope	5	4	1= The proposed details for service and hosting is not clearly explained and not relevant to the scope of work. 2= The proposed details for service and hosting is partially explained with some required elements of the scope of work 3= The proposed details for service and hosting clearly explained and it is relevant to the scope of work 4= The proposed details for service and hosting is clearly explained with additional information which exceeds the requirements
9. Hosting 9.1. Please supply details for hosting of the Wild Card website Please supply a quote for hosting cost for the Wild Card website in Part B – Pricing Proposal envelope	5	4	1= The proposed details for hosting is not clearly explained and is irrelevant to the scope of work 2= The proposed details for hosting is partially explained and has some required elements 3= The proposed details for hosting has all the required elements and meets the requirements 4= The proposed details for hosting has all the required elements with additional information and exceeds the requirements

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
10. Client service and business support to the Wild Card Programme 10.1 Loyalty assistant to answer telephone and e-mail queries from Wild Card members (daily calls, personal visits and ± 300 e-mails per month) emanating from the Wild e-newsletter and the digital magazine, and to assist in the database management for mailing purposes (e-newsletter and digital magazine).	5	4	1= Client service and business support is not clearly explained and does not meet the requirements 2= Client service and business support is partially explained and it has some required elements 3= Client service and business support is clearly explained elements and complies with the minimum requirements 4= Client service and business support is clearly explained with additional information and exceeds the requirements
11. Marketing support services to the Wild Card Programme Please indicate how you would cost and provide your services in managing the following: 11.1 Creation of Wild Card Programme POS material, from obtaining quotes to creation of the material to dispatching to various parks e.g. banners, bumper stickers, brochures, maps. 11.2 Creation and placement of advertisements and notices on behalf of the Wild Card Programme.	5	4	1= The proposed marketing support is not clearly explained and does not meet the requirements 2= The proposed marketing support is partially explained and it has some of the requirements elements 3= The proposed marketing support has all the requirements elements and meets the minimum requirements 4= The proposed marketing support has all the requirements elements with additional information and exceeds the requirements
12. Ancillary services Please indicate how you would cost and provide your services in managing the following: 12.1 Creation of PowerPoint presentations for both high-level business and for training purposes (PowerPoint example of 25 slides, inspired by the content). 12.2 Creation of Wild Card partner advertisements (copywriting, design). Please supply a quote for Ancillary services in Part B – Pricing Proposal envelope	5	4	1= The ancillary services is not clearly explained and does not meet the requirements 2= The ancillary services partially explained with some required elements 3= The ancillary services is clearly explained with all the required elements with minimum requirements 4= The ancillary services is clearly explained with additional information which exceeds the requirements
13. PR Services Please indicate how you would provide the following PR services: 13.1 Special e-mail to the database consisting of a single message.	5	4	1= The proposed PR services is not clearly explained and does not meet the requirements 2=The proposed PR services partially explained with some required elements 3= The proposed PR services is clearly explained with all the required elements

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
13.2 Writing of a press release to the media and travel agents. 13.3 Conceptualizing and executing a creative campaign to drive sales of the Wild Card (concept, press releases). 13.4 Raising visibility and awareness of the Wild Card Programme by supplying existing articles to travel websites and magazines as part of content marketing. 13.5. Building and maintaining relationships for content with key journalists (locally and abroad) covering travel and conservation, organizing meetings between Wild Card Programme executives and editors when needed. 13.6 Dispatching electronic material to the media when needed. 13.7 Media monitoring for the purpose of Wild Card reputation management. Please supply a quote for management cost for all of the above Part B – Pricing Proposal envelope			4= The proposed PR services clearly explained with additional information which exceeds the requirements
14. Wild Digital magazine rationale Please provide an editorial and creative rationale for Wild Digital magazine, with reference to the following: 14.1 Aligning content to the marketing objectives of the Wild Card Programme. 14.2 Editorial pillars. 14.3 Tone of voice. 14.4 Design elements to underpin the strategic message. 14.5 Relevance to the target market(s). (max 50 words per bullet point)	15	4	1= The proposed creative rationale is not clearly explained and does not meet the requirements 2= The proposed creative rationale partially explained with some required elements 3= The proposed creative rationale is clearly explained with all the requirement elements 4= The proposed creative rationale is clearly explained with additional information which exceeds the requirements

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 **technical requirements** as stipulated in the RFB document;
- misrepresented or altered material information in whatever way or manner;
- promised, offered or made gifts, benefits to any SANParks employee;
- canvassed, lobbied in order to gain unfair advantage;
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

TERMS OF REFERENCE – APPOINTMENT OF A SERVICE PROVIDER FOR THE PUBLICATION AND COMMUNICATION SERVICES FOR THE WILD DIGITAL MAGAZINE FOR A PERIOD OF THREE (03) YEARS

INTRODUCTION TO SANPARKS

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

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

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

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

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

Region	Regional Office	Parks managed
Arid	Upington	Kgalagadi, Augrabies, Richtersveld, Namaqua, Mokala
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 provide strategic guidance and support from its Head Office in Pretoria.

BUSINESS UNIT RESPONSIBLE FOR THE BID

WILD CARD PROGRAMME BACK GROUND

The SANParks' Wild Card Loyalty Programme was introduced in 2003, in partnership with other conservation agencies like Big Game Parks of Eswatini, Msinsi Holdings, Cape Nature and EKZN Wildlife. The objective is to offer the most loyal enthusiasts of conservation specific benefits. Collectively the Wild Conservation Partners jointly manage more than 80 national parks, reserves and resorts, making it the biggest conservation entity globally.

SANParks' business is presently dependent on the Primary Target as they support most of the product offering. This audience is reached through Wild communication, travel exhibitions, media, other wildlife publications and television channels. There is continued appeal to this audience through non-marketing efforts. The Secondary Target Market (Black Middle Class) will be the focus henceforth, thus budget spent is more channelled to reach the later audience (Sales & Marketing Strategy - Aug 2014).

The Wild Card Membership has been growing rapidly over the last ten years. The annual memberships for 2019/2020 was 82,746. The current membership category indicates that the All Parks Couple Membership is the highest at 57.43%. Family Membership is 24.88% and Individual Membership is 17.26%. Each of these members receives the quarterly Wild Digital Magazine as part of the benefits. The International All Parks Membership consists of 11.02% members while 36.03% revenue contribute to total turnover.

The Wild Magazine is also mailed to International Members and local South African addresses (55,241). The international mailing of the Wild Magazine went to 4,734 members. All these recipients are by far the most loyal supporters of conservation, thus it is critical to continue communication with them through an award winning publication like the Wild Magazine, now in digital format.

CONTEXT OF THIS PROCUREMENT

The Wild Card Programme is looking for an experienced supplier that is able to manage the entire production cycle. This includes strategic management of the Wild Card communications programme, content generation (on a daily basis for the Wild website, for the monthly Wild e-newsletter and the quarterly Wild Digital Magazine), editing, text editing, design, and digital distribution management (online, online subscription). It also includes ancillary marketing responsibilities.

The Wild Card programme's communication approach centres around content marketing. In an era of advertising-weary consumers, it's been proven to be the most potent way to influence purchasing decisions. Seamless content marketing uses a variety of platforms (magazine, newsletter, website and social media) to build a meaningful relationship with customers that will drive sales.

Research on the value of custom publications:

- 72% of marketers believe that branded content (i.e. a custom magazine) is more effective than advertisements. (Content Marketing Institute)
- Customers who receive a custom publication increase their spending by almost 10% on average. (Millward Brown, 2005)
- People who receive custom magazines spend an average of 40 minutes reading each issue. (McNair Ingenuity Research, 2011)
- 90% of readers value custom magazines as a good source of information. (McNair Ingenuity Research, 2011)

Why the Wild Magazine?

- After nearly 10 years, Wild is South Africa's most widely read conservation, environmental and outdoor magazine (estimated readership of 300 000).
- Over the past 7 years, Wild has won: Pica Custom Magazine of the Year (2012), Pica Best Custom Publication: Conservation (2012 & 2013), and SA Publications Forum Best Corporate Publication (2013 - 2018).
- The magazine has become a collector's item. Almost 60% of Wild Card members keep the magazine for future reference (Relative Resources, 2011).

- The cost of the magazine is factored into the membership fee. Wild is an intrinsic element of the programme's value proposition.
- Objectives of Wild magazine:
- Enhance the value of the Wild Card through association with a prestigious digital magazine as one of its tangible benefits.
- Reward and retain current members and attract new members, with the digital magazine as a tangible and valued benefit of their membership.
- Add to the experience of and positive perceptions about the national parks through inspired guidance, practical advice, information and news about events and developments.
- Encourage involvement in nature conservation, especially among the youth, and cultivate pride in our natural heritage.
- Increase usage of the Wild Card, affecting duration of stay and spend during stay.
- Reduce churn by retaining members by driving renewals.
- Ensure greater loyalty to the Wild Card through increased awareness of the benefits of the programme.
- Provide information on the programme and its benefits to members.
- Attract advertising revenue to the Wild Card Programme to the digital channels that includes the Wild digital magazine to help defray costs (approximately R800 000 per annum to set-off expenditure).
- Champion responsible tourism by featuring destinations that touch the Earth lightly.
- Appeal to niche markets through distinct articles on birding, photography, 4x4, camping, MTB, trail running, families, pensioners, Stokvel and travel clubs.
- Connect to society by profiling people in parks and growing memberships covering all demographic groups.
- Benefits of Wild communication suite:
- While the magazine engages members on a deep and meaningful level, the digital channels connect more regularly and impart current, need-to-know information.

Together, the platforms build a close relationship with members to engender loyalty, ultimately yielding bottom-line business results.

- Quarterly digital magazine: tangible benefit, enhances brand, in-depth coverage of parks and conservation issues, provides inspiration and advice for trips.
- Monthly e-newsletter: topical coverage of news and events, regular reminder of benefits and usage, reward members with giveaways and special offers.
- Daily website and social media: engage with customers, build community, and communicate urgent news.
- The Wild Card communication suite is run by a dedicated editorial team, under the guidance of company executives with vast editorial and marketing experience and with personal involvement in wildlife conservation.

CONTRACT PERIOD

The contract will be for a period of three (03) years.

SPECIFICATIONS/SCOPE OF WORK

The purpose of this bid is to appoint a suitably qualified Publisher over a period of 3 years to support SANParks' Wild Card Programme with the management of strategic communications for the Wild Card Programme, online. The Wild Card Programme is looking for an experienced supplier that is able to manage the entire production cycle. This includes strategic management of the Wild Card communications programme, content generation (on a daily basis for the Wild website, for the monthly Wild e-newsletter and the quarterly Wild digital magazine), editing, text editing, design, and digital distribution management (online and online subscription). It also includes ancillary ad hoc Wild brand selected activities, marketing and PR and Brand support services.

SCOPE OF WORK

Scope of services on Wild communication suite

- Quarterly digital magazine – content generation, production and digital distribution management
- Monthly e-newsletter – content generation, production and digital distribution
- Website (updated regularly) – content generation and monitoring including blog
- Social media (updated daily) – content generation and monitoring
- Advertising sales for all platforms
- Database management and POPIA compliance for the digital distribution of the digital magazine
- Wild Card (Loyalty) Marketing support services (brochures, advertisements, point of sale)
- Ancillary services (PowerPoint presentations, press releases, events)

The Wild Card communication suite is run by a dedicated editorial team, under the guidance of company executives with vast editorial and marketing experience in Travel writing and interest in nature.

Most of the briefs will originate from the SANParks Corporate Marketing based at the head office in Groenkloof, Pretoria but occasional briefs will also be received from Regional Marketing Managers based in different regional offices countrywide.

Having regard to the objectives described above, the service provider is expected to:

- Assist SANParks in building a brand narrative and journey for both customer and colleague
- Invitation of key media in the travel, tourism, lifestyle and general media space to selected Wild Card events
- To design, package and disseminate post event literature to be shared with media in the travel & tourism, lifestyle and general spaces, both regionally and nationally – SANParks to approve

- Leverage existing relationships with local print and radio to position the Wild Card brand favourably amongst target markets
- To drive awareness and attractiveness of SANParks and Partner Parks destinations
- To disseminate brand communication elements on different platforms, including but not limited to Digital, Social, and Radio
- Work closely with SANParks Marketing and Communications teams to synergise and get maximum PR, awareness and positioning
- Devise a unique, content strategy for the Wild Card brand, roll it out and amplify it.
- Create adverts and purchase advertising / media space on behalf of the Wild Card
- Produce an e-newsletter for Wild Card
- Manage Wild Card digital content including digital advertising
- Should SANParks consider to print the digital magazine, the bidder should provide the digital magazine in ready print format

DELIVERABLES AND RESPONSIBILITIES

DELIVERABLES	Performance Standards Linked to the deliverable	Responsibilities of the Service Provider	Responsibilities of SANParks
Wild Digital Magazine (96 pages)	Adherence to timeframes: layouts provided for approval on time, digital optimize PDFs; Quality: same high standard as acknowledged by industry peers; Completion within budget.	Content generation and production (text, photography & design for 96-page magazine); Consultation on book list with Wild Card partners; Obtaining final layout approval from Wild Card; Creation and upload of Wild Digital Magazine (subscription version); digital management; Advertising sales.	Take part in planning of issue and approve line-up; Share news of Wild Card and Conservation Partners developments ahead of circulation to general media; Provide support (accommodation, access to interviewees) within budget; Review and approve content; Provide details of key suppliers for ad sales; approve and settle digital order by deadline provided.
Distribution of Wild Digital Magazine	Quarterly send within agreed timeframe and budget; Data cleaning; ABC certification (Digital Certification based on the data recipient).	Cleaning of digital mailing list; Digital Mailing to local and international records; Capturing of non-deliverable returns and providing list of undeliverable addresses; Management of ABC certification process.	Provide updated digital mailing list on quarterly basis within agreed timeframe; Contact members and update database based on undeliverable digital address list.
Wild e-newsletter	Test newsletter supplied prior to send date; Quality: same high standard.	Content generation and production; Providing tests for Wild Card partners; Obtaining final approval from Wild Card; Advertising sales.	Share news of SANParks and Wild Card Conservation Partners developments ahead of circulation to general media; Review and approve content.

Distribution of e-newsletter	Monthly send within agreed timeframe and budget; Reporting of usage.	E-mail sending of newsletter; Tracking of delivery, opens and click troughs.	Provide list of new email addresses every month.
Wild website	Regular updates (20 a month); Quality: same high standard as achieved over previous 7 years; Reporting of traffic. Responsive design; Card sales functionality; Completion within agreed timeframe and budget.	Content generation (text & photography); Creation of Blog Post, Content curation; Prompt updates in emergencies (eg fire, flooding); Hosting; Advertising sales. Website audit; Development of new design and functionality in line with technological advances; Obtaining approval from Wild Card; Test and implementation.	Provide SANParks news and content suggestions; Notify relevant link changes on SANParks website. Approve budget and timeframe for website redesign; Review and approve updated website design and functionality.
Wild social media (Facebook, Twitter, Instagram, Pinterest)	Regular updates. Creation and implementation of monthly content plan, Reporting as per the e-newsletter	Content generation (text & photography); Content curation; Prompt updates in emergencies (eg fire, flooding); Advertising sales.	Provide Wild Card news and content suggestions.
Wild Card Member queries and Subscribers	Timely response to telephonic and electronic queries.	Assistance with digital magazine queries; Updating of digital addresses e-mail on Wild Card database through escalation of queries to Wild Card call centre when required (e.g. changes to personal details, payment).	Wild Card will provide an updated monthly report with digital e-mail addresses
Wild Events	Full Digital Social Media support on events; favourable response from audience.	Event arrangements; Provide Marketing and Digital support.	Facilitate RSVPs and confirm number of attendees.
Marketing	Timely and appropriate placement of creative marketing campaigns; Completion within agreed timeframe and budget.	Creative Marketing strategy; Creation of advertising material (text, photography & design) based on brief; Creation of POS material; Obtaining approval from Wild Card; Liaison with other media providers.	Provide detailed brief for purpose of quote; Approve quote; Review and approve designs; Assistance with dissemination within parks.
Project management	Monthly status reports.	Management of communication channels; Liaison with Wild Card, Partners, members and media; Strategic development of communication plan; Monitoring and reporting on all communication channels; Timely delivery of invoices .	Communicate strategic goals for Wild Card programme and partners; Settle invoices within 30 days.

RESPONSIBILITIES OF BIDDER:

The Bidder will deliver the Services to SANParks on the basis set out below.

Publishing Service:

- The Bidder will publish the Digital Wild Magazine on a quarterly basis and the e-Newsletter monthly.
- The Digital Wild Magazine will only be published if approved in writing by a person designated by SANParks.
- The Bidder will procure and produce the contents of the Digital Wild Magazine and will in so doing take the interests of the Wild Card Conservation Partners in consideration.
- The Bidder will compile the Newsletters with contents as agreed with SANParks in accordance with guidance by the Marketing Committee.

Web Service:

- The Bidder will manage and update the Wild Card website on a continuous basis in consultation with SANParks.
- Management of digital media related to the Wild Card inclusive of (but not limited to) broadcast, web, mobile and social networking.

Editorial Board

- The Editorial Board consists of one or more representative of the Bidder and one or more of SANParks.
- The Editorial Board convenes quarterly, where agreed, or by means of electronic media.
- The dates of the proposed meetings of the Editorial Board will be agreed three months or when required prior to each issue of the magazine.
- The Bidder undertakes to submit a draft issue (digital) of the Magazine to the Editorial Board not less than 14 days before the date of a meeting.
- The Editorial Board will provide comment on a draft issue or amended draft issue of the Magazine within 14 days of submission thereof by the Bidder.

- The Editorial Board has to evaluate the contents of the Magazine and approve the contents before publishing.
- The Bidder will address the comments of the Editorial Board and will submit an amended copy to the Editorial Board for approval.
- The Bidder will submit the final draft to SANParks for approval before publishing

The Marketing Committee

- The Marketing Committee will consist of representatives of the Bidder, SANParks and each Wild Card Conservation Partners.
- The Marketing Committee will provide guidelines for the monthly e-newsletter.
- The Marketing Committee will be responsible for the marketing strategy of the Digital Wild Magazine, Newsletter, Website and related campaigns.

Distribution of the Digital Wild Magazine and e-Newsletter

- The Bidder will distribute the e-Newsletter monthly to the list of Wild Card members as supplied by SANParks.
- The Bidder will manage distribution of the Digital Wild Magazine quarterly in accordance with the distribution plan as agreed prior to each issue.

Advertising

- The Bidder will procure advertisements for the Digital Wild Magazine and e-Newsletter in consultation with SANParks.
- Advertisements need to be approved by SANParks prior to publication.
- The Bidder will collect the advertising income on behalf of SANParks.

The Bidder will provide the following additional services to SANParks:

- Design and production of promotional and marketing material.
- Co-ordination and execution of marketing plans as approved by the Marketing Committee.
- Work with SANParks to develop, manage and implement a brand marketing and communication plan, including digital, media and social media presence.

- Secure, negotiate and purchase advertising space for SANParks on travel, tourism, lifestyle and mainstream media platforms, depended on advertising budget availability
- Full agency-to-client relationship management.
- Provide SANParks with a creative brief template to be used when briefing is planned or Adhoc work.
- Secure PR opportunities for SANParks.
- Secure Co-branding opportunities for SANParks with non-competing brands with a greater footprint and reach.
- All own travel expenses and catering.
- Keeping abreast of brand trends on behalf of SANParks and use data to redirect brand interventions towards current influences.

BUSINESS PLAN

The Bidder undertakes to annually submit to SANParks a business plan for consideration.

- The Bidder will submit the business plan for the next year to SANParks at least 60 days before the next financial year, by 31 January each year.
- The business plan will consist of the following:
 - Advertising plan;
 - Digital Distribution plan;
 - Budget;
 - Editorial fee;
 - Additional expenses for extra services rendered.

The advertising plan will describe the process of how advertisers will be procured, the responsibilities of both Parties in that regard and the intended income from such advertising.

MEETINGS AND/OR REPORTING

The successful Bidder will report to and work closely with the Wild Card Programme unit of SANParks.

SPECIAL CONDITIONS OF CONTRACT PERFORMANCE

Including references where specific General Conditions of Contract clauses require special conditions)

The submissions required by the service provider for this bid are to showcase previous work done in brand communication and marketing, through PR, activations, campaigns, events and advertising. Including a proposal of brand strategy for SANParks looking at current strengths, challenges, interventions and campaigns to enhance the brand equity to all segments with particular emphasis on millennials, tweens and black middle class. Budget and Financial Model.

Estimated Budget: it is important that the service provider bases their fees on a competitive and market related pricing.

Advertising or media buying - Commission Structure on sales of adverts in the magazine

Ad hoc Services - Management fees

Remuneration model

Remuneration Model: Outline of the payment model proposed by the bidding company as per the industry norms and standards.

SERVICE PERFORMANCE LEVELS STATEMENT		
Measurement	Penalty and level applicable from	Penalty and level applicable from
A Performance Plan will be finalised with the successful Bidder		

DETAILED PRICING – SBD 3.1

Pricing Schedule for the Duration of the Contract

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

<u>NO</u>	<u>DESCRIPTION</u>	<u>PRICE FOR YEAR 1</u>	<u>PRICE FOR YEAR 2</u>	<u>PRICE FOR YEAR 3</u>
1	Advertising			
2	Wild Card Budget			
3	Production			
4	Services and hosting			
5	Marketing support services to the Wild Card Programme			
6	Ancillary services			
7	PR Services			
8	Management Cost			

TOTAL BID PRICE (VAT Inclusive): R.....

Price quoted is fully inclusive of all costs including disbursements and other overheads, Price changes whether as a result of CPI, extensions or expansions will be allowed in terms of the signed contract by both parties.

ANNEXURE A – STANDARD BIDDING DOCUMENTS

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

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.

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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.

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5, 2000 AND ASSOCIATED REGULATIONS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5, 2000 AND ASSOCIATED REGULATIONS.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

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

- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Paragraph 2 (1) of the Preferential Procurement Policy Framework Act, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PPPFA,2000

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

(Points claimed in respect of Paragraph 6.1 must be in accordance with the table reflected in Paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1** If Yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/Firm:.....

8.2 VAT Registration Number:.....

8.3 Company Registration Number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to RFQ
 - Pricing schedule(s);
 - Bidders Disclosure;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Policy Framework Act 5, 2000
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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: 1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. 1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5. “Countervailing duties” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6. “Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7. “Day” means calendar day. 1.8. “Delivery” means delivery in compliance of the conditions of the contract or order. 1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand. 1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11. “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin
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		and which have the potential to harm the local industries in the RSA.
	1.12.	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	1.13.	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
	1.14.	"GCC" mean the General Conditions of Contract.
	1.15.	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
	1.16.	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
	1.17.	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
	1.18.	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
	1.19.	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
	1.20.	"Project site" , where applicable, means the place indicated in bidding documents.
	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
	13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
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.
	Contracted Party Due Diligence SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.
	Jigs, Tools, and Templates, where applicable Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.
	Copyright and Intellectual Property All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract. The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property.

	The parties agree that all right, title, and interest in the contract intellectual property rightly invests in SANParks and to give effect to the foregoing: (a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to SANParks and SANParks hereby accepts such assignment, and (b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier. The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document. The contracted supplier shall assist SANParks in obtaining statutory protection for the contract intellectual property at the expense of SANParks wherever SANParks may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to SANParks, or as SANParks may direct, and to support SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world. The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause. The rights and obligations set out in this clause shall service termination of this contract indefinitely.
	Confidentiality The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not: (a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent. (b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or (c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to (a) Disclose the confidential information to any third party, or (b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove: (a) Was independently developed by the recipient prior to its involvement with SANParks or in the possession of the recipient prior to its involvement with SANParks; (b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;

	(c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from SANParks, or (d) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform SANParks of such requirement prior to any disclosure. The recipient shall within one (1) month of receipt of a written request from SANParks to do so, return to SANParks all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to: (a) All written disclosures received from SANParks; (b) All written transcripts of confidential information disclosed verbally by the SANParks; and (c) All material embodiments of the contract intellectual property. The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein. Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.
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