ANNEXURE A

CONDITIONS OF SALE

SALE of VEHICLES from VETERINARY WILDLIFE SERVICES

ALL VEHICLES ARE SOLD "VOETSTOOTS"

You are hereby invited to submit a bid for the purchase of a MAN M2000 EVOLUTION, a MAN M2000 4X4 and a GAME CRATE, subject to the following special conditions:

CONDITIONS OF SALE

1. CONDUCT OF SALE

1.1 Each bidder shall be bound by the terms of these conditions.

1.2 The bid is conducted subject to these Conditions of Sale, and further subject to all specific stipulations formally announced by SANParks, either at the commencement of or during the bidding process. Each bidder shall be bound by the terms of these Conditions, which shall form the basis of the bargaining carried on between SANParks and the bidders, and shall also govern the terms of each sale so concluded.
1.3 SANParks (as owner) ultimately reserves the right to decline to sell to the highest or any bidder, and to sell the vehicles on such terms and conditions as acceptable to SANParks. SANParks may without assigning a reason, reject any bid. SANParks shall also be entitled without assigning any reason to fix a minimum bid for acceptance, and to refuse any bid which is less than such a minimum bid.

1.4 All bidders are required to register with SANParks as potential bidders and shall be required to furnish a valid Tax Clearance certificate together with their names, ID number/Registration number, legal status, selected physical address and other general information required by SANParks. SANParks reserves the right to refuse registration of any potential bidder.

1.5 A sale of vehicle will only be valid and binding on SANParks upon the potential bidder and SANParks concluding a written sale agreement for the sale of all or some of the vehicles on terms and conditions acceptable to SANParks.

1.6 SANParks shall have the right to withdraw all or any vehicle from the bidding process at any time before a valid sale agreement in respect of all or any of such vehicles has been concluded.

1.7 All risk in and to a vehicle transfers from SANParks to the bidder immediately upon such vehicle being collected by the bidder. Bidders are advised to avail themselves of insurance facilities available. Upon such vehicle being collected, the vehicle will be deemed to have been delivered to the bidder by SANParks.

1.8 Ownership of the vehicle shall only pass from SANParks to the bidder upon delivery of such vehicle to the bidder having occurred as provided for in clause 1.7 and the bidder having paid the full purchase price of such vehicle.

1.9 SANParks shall be under no obligation to deliver any of the vehicles unless and until SANParks is satisfied that the purchase price for such vehicle has been paid.

1.10 All bidders must adhere to all applicable national and provincial legislation regulations and guidelines that may apply to the sale of the vehicles.
1.11 As such, all bidders shall be obliged to comply with the provisions of the National Road Traffic Act and Regulations and to comply with all applicable provincial legislation and to apply for and be in possession of all permits/licenses as may be required under the said national and provincial legislation, regulations and guidelines as may lawfully apply to the sale of the vehicles under these conditions of sale.

2. Payment of Purchase Price

2.1 The successful bidder will effect payment in cash or per electronic transfer on acceptance of the bid by South African National Parks. All prices shall be quoted in South African currency.

2.2 Payment is to be made to:

SOUTH AFRICAN NATIONAL PARKS
FIRST NATIONAL BANK
BRANCH NO: 253 145
TYPE: CURRENT
ACCOUNT NO: 6210-847-3828

2.3 Value Added Tax (VAT) at the rate applicable on the agreed payment date shall be calculated on the bid price.

2.4 Bidders from outside the Republic of South Africa must pay VAT to SANParks. Customs authorities at the exit border can refund the VAT amount.

2.5 In the event of the bidder failing to pay the full purchase price on due date or any transport costs or other costs due by the bidder on due date, the bidder shall pay interest at 6% (SIX PERCENT) per annum above the prime publishing lending rate as being charged by First National Bank on the overdraft to prime corporate customers calculated from the date on which the payment is due, to date of actual payment.
3. **WARRANTIES AND REPRESENTATIONS EXCLUDED**

3.1 The bidder shall be deemed to have fully inspected the vehicles and to have acquainted himself with its condition, nature and quality, and to have approved the vehicles in its then condition.

3.2 SANParks does not give any warranty against defect about any of the vehicles, be it patent or latent, and the vehicles are sold “voetstoots”, as they stand. Bidders must satisfy themselves prior to the Sale, as to the condition of each vehicle and should exercise and rely on their own judgment as to whether the vehicle accords with its description or not.

3.3 SANParks does not give any warranty, guarantee or undertaking of any nature, nor does it make any representation or inducement whatsoever in regards to the vehicles’ general condition. SANParks shall be deemed unaware of any particular purpose for which the vehicle is required by the bidder.

3.4 The bidder hereby indemnifies SANParks and holds it harmless against any claim brought against SANParks by any third party arising out of the unsuitability or inadequacy of the vehicle purchased by the bidder, SANParks being free of all liability.

3.5 These Conditions of Sale are the complete and final record of the terms of the sale and unless any warranties, undertakings or representations are set out herein, they are excluded.

4. **LIABILITIES AND INDEMNITY**

4.1 All risk in and to a vehicle passes from SANParks to the bidder immediately upon SANParks having completed the sale and handover of such vehicle.

4.2 SANParks shall not be responsible for any claim, loss or damage whatsoever arising subsequent to a vehicle being collected by the bidder or from any failure by any bidder to make proper provision for the registration and change of ownership.
in respect of, the vehicle. Subsequent to a vehicle having been collected the vehicle will be the responsibility of the bidder and the bidder hereby indemnifies SANParks and holds it harmless against any claim in this regard.

4.3 All risk in respect of any of the vehicles shall pass to the bidder upon such vehicle having been collected by the bidder.

4.4 SANParks shall not be responsible for any claim, loss or damage whatsoever arising after the collection of the vehicles and the bidder hereby indemnifies SANParks and holds it harmless against any claim in this regard.

6. CLAIMS

6.1 A bidder shall not be entitled to set off against the purchase price any claim he may have against SANParks.

7. MICRODOTTING

7.1 As per the National Road Traffic Act and Regulations, all vehicles registered or after 1 September 2012 are required to have microdots fitted. The Department of Transport will not register any vehicle if the proof of the installation of the microdots is not provided. The responsibility and costs of microdotting the vehicles are that of the bidder and not SANParks.

8. JURISDICTION

8.1 The bidder shall accept the jurisdiction of the magistrate’s court.

8.2 This contract shall be construed in accordance with the law of the RSA and any dispute regarding the contract shall be settled in the law courts of the RSA.

8.3 The address in the RSA specified in the Form of the Sale shall be the domicilium citandi et executandi of the bidder.
9. INFORMATION

9.1 Should any further information be required, the following persons can be contacted:
Supply Chain Queries:

Lindiwe Nkwe 012 426 5032 Lindiwe.Nkwe@sanparks.org

Technical Queries:

Rudi Williams 082 887 4058 / (053) 802 1900

10. NEGOTIATIONS

10.1 SANParks reserves the right to negotiate any part of the bid with any bidder before awarding the contract.

11. CESSION

11.1 The bidder shall not be entitled to transfer, assign or cede this contract to any other person without the written consent of SANParks and on such conditions as it may approve.

12. ACCEPTANCE OF BIDS

12.1 The decision to accept any bid will rest with SANParks.

13. FAILURE TO EXECUTE A CONTRACT

13.1 Should a successful bidder fail to comply with any of the terms and conditions of the Offer document or of these conditions of sale, he shall pay all additional expenses which SANParks may have to incur in calling for fresh bids or pay the difference between his bid and a less favourable bid subsequently accepted by SANParks. The successful bidder will also in this instance be liable for all damages as may be suffered by SANParks as a result thereof. This includes bids not limited to demurrage fees accrued before cancellation notification to SANParks.