



Appointment of a Service Provider (s) for the Rental of Earth Moving Equipment for SANParks for a period of five (05) years

| | |
|------------------------------|------------------------------------|
| Bid Number | GNP/025/22 |
| Advert Date | 28 March 2023 |
| Issuer | South African National Parks |
| Closing date and time | Date: 02 May 2023 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-025-22 | CLOSING DATE: | 02 May 2023 | CLOSING TIME: 11:00am |
| DESCRIPTION | Appointment of a service provider (s) for the rental of Earth Moving Equipment for SANParks for a period of five (05) 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 | Connie Kgoale | | CONTACT PERSON | Piet van Wyk |
| TELEPHONE NUMBER | 012 426 5229 | | TELEPHONE NUMBER | 013 735 4337 |
| E-MAIL ADDRESS | Connie.kgoale@sanparks.org | | E-MAIL ADDRESS | piet.vanwyk@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] <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
|----------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------|

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS AS PER PPPFA AND PPR REGULATIONS 2022]

| | | | |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | 2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
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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: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR AN SLA.</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 SANParks RESERVES THE RIGHT TO APPOINT MORE THAN ONE BIDDER FOR THIS SERVICE</p> <p>2.3 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.</p> <p>2.4 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 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."</p> <p>2.8</p> |

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 Hybrid (Physical and Virtual) | Date: 12 April 2023 Time: 11H00 – 13H00 Venue: KNP: GPS: Skukuza Rest camp: S 24 59' 43" E 31 35' 34" Link: Click here to join the meeting Contact Person: Connie Kgoale | |
| 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. | |

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: Ms Connie Kgoale
Tel: 012 426 5229
E-mail address: connie.kgoale@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? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Does the bidder have any intension of selling the bidding company within the next 12 months? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Does the bidder have any intension of selling the bidding company within the next 12 months to 60 months? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

DISCLAIMERS

SANParks has produced this document in good faith. SANParks, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SANParks is permitted by law, SANParks will not be liable for any claim whatsoever and 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 documents, all documents shall be found on the SANParks website and eTender Portal and awarded bids are notified through the website under “bids awarded” and SANParks shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids adjudication.

BID DOCUMENTS

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Number of ORIGINAL bid documents for contract signing | TWO |
| Electronic Copy of the original document in PDF (flash drive) | ONE |
| <p>Bid documents must contain two original documents, initialled on each page thereof and signed where required (<u>two separate envelopes: one for Pricing and the other for technical document</u>).</p> <p>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.</p> | |

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 SBD 4 (Bidder's disclosure). | (Refer to Annexure A) |
| Submission of fully completed SBD 6.1 (Preference Claim Form in terms of Preferential Procurement Regulations 2022) | (Refer to Annexure A) |
| Submission of fully completed SBD 7.2 (Contract Form). | (Refer to Annexure A) |
| Submission of the General Conditions of a Contract (GCC) | (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: Pre-Qualification Criteria

In this phase bidders need to meet/comply with all the requirements listed in **Annexure 9A** of the pricing schedule provided to be able to proceed to the next phase of evaluation. Failure to meet/comply will lead to disqualification from the process.

Bidders need to provide SANParks with either one or both proofs indicated below to confirm that they comply with all quantities listed in the plant list.

1. **Ownership registration of plant**
2. **Lease agreement (Commitment by the lessor to the bidder that plant will be leased to the bidder should the bidder be awarded the contract)**

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 pre-qualification 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/ TECHNICAL CRITERIA | | | | |
|-----------------------------------|-----------|---------|------------|-------------------|
| FUNCTIONALITY | DOCUMENTS | Weights | Max Points | Points Allocation |
| 1. Plant Rental Experience | | | | |

| FUNCTIONALITY/ TECHNICAL CRITERIA | | | | |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----|---|-------------------------------------------------------|
| Number of contracts from R2M and above | Contracts / SLA or purchase Orders and reference letter indicating the value of the contract/s on the client's letterhead | 20 | 5 | 5 points = Ten (10) or more letters |
| | | | | 4 points = seven to nine letters |
| | | | | 3 points = five to six letters letters |
| | | | | 2 points = three to four to letters |
| | | | | 1 points = one to two letters |
| Contract Value of from R2M | Contracts / SLA or purchase Orders and reference letter indicating the value of the contract on the client's letterhead or | 40 | 5 | 5 points = contracts value of above 10M |
| | | | | 4 points = contract value of above 6M to 10M |
| | | | | 3 points = contracts value of above 4M of up to 6M |
| | | | | 2 points = contract value from above 3M to 4M |
| | | | | 1 point = contract value from 2M to 3M |
| Plant and equipment rental experience | reference letters on the clients' letter head signed with the duration, value, commencement date, expiry date and performance | 40 | 5 | 5 points = Ten (10) or more years of experience. |
| | | | | 4 Points = Seven (7) to Nine (9) years of experience. |

| FUNCTIONALITY/ TECHNICAL CRITERIA | | | | |
|-----------------------------------|--|--|--|-------------------------------------------------------|
| | | | | 3 points = Five (5) to Six (6) years of experience |
| | | | | 2 Points = Three (3) to four (4) years of experience. |
| | | | | 1 points =One (1) to two (2) years of experience |

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 **Pre-Qualification criteria and Functionality/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 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 RENTAL OF EARTH MOVING EQUIPMENT TO SANPARKS FOR A PERIOD OF FIVE (05) 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 entities.

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 , Bontebok |
| Garden Route | Knysna | Storms river 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

CONTEXT OF THIS PROCUREMENT

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

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

SANParks Outsourced Services agreement

- SANParks currently operates an outsourced Earth Moving Equipment model included in the SANParks Outsourced fleet Services Agreement which expires in April 2023.
- The current outsourced Earth Moving Equipment Services Agreement provides for the following facilities and services to SANParks:

A range of Earth Moving Equipment Rental (with operators and drivers) utilized in the management of SANParks roads and construction requirements

CONTRACT PERIOD

Contract period is five (05) years

1. SPECIFICATIONS/SCOPE OF WORK

The Service Provider will be responsible for the rental of Earth Moving Equipment to SANParks terms of the Earth Moving Equipment rental agreement.

1.1. *Earth Moving Equipment Minimum Standards*

1.1.1 Earth Moving Equipment will be as per the colour of manufacture, unless otherwise agreed to by SANParks.

1.1.2 The Earth Moving Equipment supplied by the Service Provider for the various categories shall meet or exceed the specifications detailed in the Plant Specification (***Annexure 2***).

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

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

1.1.4 Plant rentals should be available within max 14 working days period after contracting.

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

1.2 *Rental Delivery Period*

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

1.2.2 Where the supplier does not deliver plant to SANParks within the 14 working days period an Ad hoc rental plant of equivalent make, and model shall be made available to SANParks at the same rental cost as included in the Bid - (***Annexure 6 Penalties***)

1.2.3 The supplier will deliver the leased plant to the designated collection points within each National Park as defined in *Annexure 3* at no cost to SANParks. The AD-HOC units are to be delivered according to the Kilometer rate as set out in the rate card Annexure 9C & D.

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

1.3 *Plant Funding Options*

1.3.1 SANParks envisages utilizing several Unit acquisition methods which include the following:

1.3.1.1 The Plant rental will require the supplier to provide a rental rate that is inclusive of all costs including fuel.

1.3.2 This funding option may apply to all categories of Earth Moving Equipment.

1.3.3 The Vehicle Funding Option requirements for each Region will be defined in each Quotation Schedule (*Annexure 9A, B,C & D – Excel spread sheets with different tab names*)

1.4 *Maintenance and Repairs for SANParks official Earth Moving Equipment*

1.4.1 The Service Provider shall be responsible for ensuring that all Earth Moving Equipment is maintained on a regular basis and repaired when necessary.

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

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

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

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

1.5 *Breakdown Services for SANParks official Earth Moving Equipment*

1.5.1 The Service Provider shall manage the availability of a breakdown service 24- hours a day, seven (7) days a week throughout the Contract Period for plant leased by SANParks. In managing this facility, the Service Provider shall provide a toll-free call

Centre, staffed and managed effectively, for reporting breakdowns and requests for assistance. The facility shall be equipped with automatic call logging facilities.

1.6 *Vehicle Insurance*

- 1.6.1 SANParks shall not bear any costs relating to collisions, damage, thefts and hijackings of units or parts thereof. All costs, including repairs, replacement, third party claims and replacement unit hire shall be for the account of the Service Provider. This shall apply to all units that are leased or Ad Hoc plant agreements.
- 1.6.2 The Service Provider shall ensure that the necessary Professional Indemnity and Fidelity Guarantee Insurance are in place to protect SANParks interests.
- 1.6.3 The Supplier shall ensure that all management controls, electronic monitoring systems, operator training, unit protective equipment, operator's license verification and other similar processes and systems which may contribute to a reduction in the frequency and cost of accidents are fully and ongoing fitted or applied at the Service Provider's cost throughout the Contract Period.
- 1.6.4 The full cost of all insurance shall be for the Service Provider's account.

1.7 *Accidents and Incidents*

- 1.7.1 The Service Provider shall repair all damage to any units leased, through Plant Agreement, by SANParks arising out of accidents or incidents, to manufacturer specifications.
- 1.7.2 The Service Provider shall be responsible for managing the process from the scene of the accident to re-delivery of the unit or the provision of a similar replacement unit to SANParks including the provision of emergency medical treatment and roadside assistance to the operator, driver, and passenger.
- 1.7.3 The Service Provider must provide a replacement unit of the same type, category and cost as the unit involved in the accident or incident in accordance with the requirements (*Annexure 7*) • Replacement / Ad hoc Rental delivery requirements.

The cost of providing such replacement unit will be for the account of the service provider.

1.8 *Thefts or Hi-jacks*

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

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

1.9 Validity of Licenses, Traffic Offences and Vehicle Abuse

1.9.1 The Service Provider shall throughout the Contract Period be responsible for checking the validity of the driver's license of any operator that intends to drive a lease unit through either Plant Agreement.

1.9.2 The Service Provider shall be responsible for managing the abuse of plant/ equipment. The Service Provider should, where abuse is suspected, investigate such abuses and provide a report presenting sufficient evidence to enable the User Group to take the appropriate action against the operator/driver.

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

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

1.10 Plant Replacement and Ad Hoc rentals (Annexure 9C & D)

1.10.1 The Service Provider is required to make available units for replacement and ad hoc rentals as per the following:

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

1.10.2.1 are of reasonably the same type and categories as operated by SANParks

1.10.2.2 complies with the *Annexure 4 -Vehicle Age and Hour Limits* specifications.

1.10.2.3 are available to meet *Annexure 7 - Replacement / Ad hoc Rental* delivery requirements

1.10.3 The costs of replacement vehicles for use as a consequence of accident damage, theft, hi jack or mechanical servicing and repair, where the time limits are exceeded, shall be for the account of the Supplier.

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

1.11 *Regulatory Issues*

1.11.1 The Service Provider shall ensure that all units are at all times in a roadworthy condition.

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

1.12 *Management information systems and database*

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

1.12.2 Furthermore, the Service Provider's Management Information Systems shall throughout the Contract Period be scalable to accommodate SANParks changing business requirements.

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

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

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

1.12.6 The service provider shall have in place, and shall maintain, an effective tracking system. The system must allow SANParks access to retrieve accurate and relevant management information from the Service Provider that is current to within 24 hours.

Monthly report on each plant and equipment to reflect start / stop times, hours / kilometers worked / traveled, speed information, distance traveled, idle time, etc.

The cost to install and maintain the system will be for the Service Provider's account.

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

1.13 Penalties

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

1.14 Industry Standards and Norms

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

1.15 Benchmarking and User Satisfaction Surveys

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

1.16 General

- 1.16.1 Within the KNP, the KNP Lead Fleet Manager in Technical Services Division shall be responsible for managing the Outsource Service Agreement (OSA). The User Groups shall interact daily with the Service Provider on operational issues.
- 1.16.2 Within Parks, a Park's Lead Fleet Manager shall be responsible for managing the Outsource Service Agreement (OSA). The User Groups shall interact daily with the Service Provider on operational issues.

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

2. SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

2.1.6 Please note that no extra/over, overtime rates will apply, and rain and standing delays are 50% of the hourly rate submitted. Minimum delivery period and minimum rental and termination period without penalties. Breakdowns of more than 2 times per month cost see **Annexure 6 - Penalties**. Min replacement due to breakdowns

2.1.7 It is necessary that a fulltime mechanical maintenance expert be on site (he /she must have at least 10 years' experience) to assist with plant management and maintenance.

2.1.8 Safety File: the successful bidder/s will be required to submit a safety file before signing the contract.

- Refer to **Annexure A** for the list of requirements when preparing a safety file
- Letter of Good Standing must accompany the safety file.

2.2 Terms and Conditions

The Outsourced Service Agreement shall comprise substantially the terms of this RFB.

2.3 Warranty

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

2.4 Contracting Parties

The Outsource Service Agreement (OSA) shall be in respect of the official Earth Moving Equipment operation needs of all User Groups and accordingly the Outsource Service Agreement (OSA) will be entered into between the Service Provider(s) and SANParks. *There will be no direct contractual nexus between the Service Provider and the User Groups.*

2.5 Competition

Bidders and their respective advisers, officers, employees, and agents are prohibited from engaging in any collusive action with respect to the Bidding process which serves to limit competition amongst Bidders.

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

2.6 Rulings, Authorities and Approvals

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

2.7 Consortium Formation

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

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

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

2.8 Reservation of Rights

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

2.8.1.1 Request clarification on any aspect of an Offer from the Bidder, such requests, and the responses to be in writing.

2.8.1.2 Exercise in its discretion all rights of ownership of the fleet assets and operations including the rights to operate or restructure the Earth Moving Equipment Operations in any manner it chooses prior to entering the Outsource Service Agreement (OSA).

2.8.1.3 Select different Service Providers to provide the different categories of plant/equipment or different aspects of the Fleet Operations.

2.8.1.4 Amend the Outsourcing Process, including timetable, offer date and any other date at its sole discretion.

2.8.1.5 Cease negotiations with a Bidder and enter negotiations with another Bidder at any stage.

2.8.1.6 Reject all Offers submitted by Bidders and to embark on a new Bid process.

2.9 Affordability

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

2.10 Rules and Regulations of SANParks

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

2.11 Accommodation

The Service Provider will have to supply all accommodation, for its management staff and operators at his / her cost. Minimum standards **Annexure 10**

3. PRICING SCHEDULE

3.1 Plant and Ad - Hoc Earth Moving Equipment rental agreements

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

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

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

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

3.1.4 Excess hour's charges will be calculated monthly and be applied in the following manner:

3.1.4.1 An hourly rate will be levied for hours worked more than the minimum as indicated in 7.1.2 & 7.1.3 above as defined in the rate card.

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

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

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

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

- 3.2 SANParks WILL NOT ACCEPT ANY CHARGES FOR ITEMS NOT REFLECTED IN THE PRICING SCHEDULES. THE BIDDERS ARE REQUESTED TO PRICE ALL POTENTIAL RISKS AND CONTINGENCIES INTO THEIR PRICING AT THIS STAGE.
- 3.3 SANParks shall not accept any of the following charges as normally catered for under standard Plant Rental Agreements: -
- 3.3.1 Make good charges.
 - 3.3.2 License fees and other regulatory costs.
 - 3.3.3 Tyre damage or wear charges.
 - 3.3.4 Insurance charges.
 - 3.3.5 Charges for early termination of Plant rental agreements.
 - 3.3.6 Damage caused to Units by the Vegetation and rocky conditions in the Parks.
- 3.4 Accordingly, provision for these should be made in the pricing schedules based on the Bidder's risk assessment.
- 3.5 Bidders shall Bid Plant Rental Agreements and ad hoc plant rental charges, by completing and submitting the Quotation Schedule (**Annexure 9A - D**). Pricing must take cognizance of the services and service levels required as specified in this RFB.
- 3.6 The basis of quotations is open disclosure, and the requirements thereof are detailed in **Annexure 8** - Information in Support of the Quotation schedule.
- 3.7 Use of premises in the KNP and Parks - the Service Provider must ensure that rubbish or waste removal bins are clean and free from noxious or offensive odors that the waste disposal facility is not unsightly, and the waste is frequently removed and the area surrounding the waste disposal facility is clean, neat and tidy. Soil contamination due to oil and or fuel spillages need to be rectified according to the applicable Legislation. The Service Provider must adhere to SANParks Waste Policies as amended.

Annexure 1 – SANParks’ Parks and Regions

Regions

Kruger National Parks (KNP)

Arid Region – Kgalagadi Transfrontier Park

Parks per Region

| Region | Park |
|--------|------------------------------|
| KNP | Kruger National Park |
| Arid | Kgalagadi Transfrontier Park |

Annexure 2 – Plant Specifications

| Category Number | Category of | Conversion Description | Specifications | Model not older |
|-----------------|------------------|------------------------|------------------------------------------------------------------------------------------------------------|-----------------|
| 1 | Road Grader | As per Specifications | Articulating – 4-wheel drive. Min. operational weight = 14600kg; Min. power = 138 kw; Blade width = 3658mm | 5 yrs |
| 2 | Road Grader | As per Specifications | Articulating – 6-wheel drive. Min. operational weight = 14600kg; Min. power = 138 kw; Blade width = 3658mm | 5 yrs |
| 3 | Front End Loader | As per Specifications | Wheel Loader. Min. operating weight = 12927kg; Min. power = 97kw | 5 yrs |
| 4 | TLB 4x4 | As per Specifications | Min. weight = 6984kg; Min. power = 69kw | 5 yrs |
| 5 | Excavator | 20 ton | | 5 yrs |
| 6 | Steel | >10 ton | | 5 yrs |
| 7 | Pneumatic | >10 ton | | 5 yrs |
| 8 | Bulldozer | As per | Min. weight = 19665kg; Min. power = | 5 yrs |
| 9 | Bulldozer 2 | As per Specifications | Min. weight = 33497kg; Min. power = 244.6kw | 5 yrs |
| 10 | Recycler | As per | Must have foam bitumen capabilities | 5 yrs |
| 11 | Tractor | 100kw tractor | Bell1866 or Equivalent | 5 yrs |
| 12 | Water cart 1 | 10,000 liters | Rigid with road construction spay bar, as well as delivery connection for Fire | 5 yrs |

| Category Number | Category of | Conversion Description | Specifications | Model not older |
|-----------------|---------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 13 | Water cart 2 | 18,000 liters | Rigid with road construction spay bar, as well as delivery connection for Fire | 5 yrs |
| 14 | Tipper 1 | 6m3 capacity | 6m3 capacity | 5 yrs |
| 15 | Tipper 2 | 10m3 capacity | 10m3 capacity | 5 yrs |
| 16 | Chip | | Self-driven, Used for sand seal | 5 yrs |
| 17 | Tractor | | ≥ 100.7Kw | 5 yrs |
| 18 | Mobile Accommodation Unit | As per specification | <ol style="list-style-type: none"> 1. Mobile Accommodation unit compatible to tow behind Road Grader on all on or off-road conditions. 2. Accommodate 2 x staff members 3. Battery back-up for lights. (Solar or charged from grader) 4. LP Gas cooking facility 5. LP Gas or solar Fridge/Freezer to store food for 7days. 6. 1000 litre Fuel tank with pump & meter for refuelling of the Road Grader 7. 200 litres freshwater tank with tap tank with tap | 5 yrs |

Annexure 3 - Delivery Points within each National Park

| Region | Park | Delivery Address | Nearest Town |
|------------|----------------------|-----------------------|--------------|
| Marula | Kruger National Park | Vehicle Fleet Skukuza | Hazy view |
| Nxanatseni | Kruger National Park | Letaba Roads Office | Phalaborwa |
| Arid | Kgalagadi | Twee Rivieren | Upington |

Annexure 4 – Plant, Equipment and Vehicles replacement Age and Kilometer / Hour Limits

Plant, Equipment and Vehicles replacement age (Months) or replacement hours / kilometers must be calculated to not fall within the 5-year rental period.

This will mean that the entry age for this contract will be current age plus 5 years from inception of contract. (Projected Inception is May 2023.) The entry Hr.'s / Km's must be calculated from current Km's/hr.'s to end of contract period to not exceed replacement values.

| Vehicle Category | Vehicle Description | Replacement (months) | Replacement (Km / Hr.) |
|-------------------------|----------------------------------------|------------------------------------|---------------------------------------------------------------------------------|
| Extra Heavy vehicles | >10 000 Kg GVM | 60 (sixty) months | 300 000 (three hundred thousand) Km or 10 800 (ten thousand eight hundred) Hrs. |
| Tractors | Tractor (not 4x4) | 60 (sixty) months | 6000 (six thousand) Hrs. |
| Tractors | Tractor (4x4) | 96 (ninety-six) months | 9600 (nine thousand six hundred) Hrs. |
| Earth Moving Equipment | Graders, Front End loaders, Excavators | 108 (one hundred and eight) months | 16000 (sixteen thousand) Hrs. |
| Earth Moving Equipment | Loader Excavator | 96 (ninety-six) months | 9600 (nine thousand six hundred) Hrs. |

Annexure 5 - Report Requirements

Detailed below are the minimum report requirements for SANParks

The method of report delivery is, in the order of preference, and includes the following:

- Pushed e-mail reports delivered to nominated SANParks personnel
- Hard copy reports

Report requirements:

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

12. Monthly Fuel Usage report with graph to indicate previous month fuel consumption.
13. Monthly tracking report reflecting all relevant information. (Start and stop times, speed information, idle times, distances traveled, etc.

Annexure 6 – Penalties

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

| Penalties Payable by Service Provider | | |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Area | Event | Penalty |
| Plant Rental | Where a Vehicle required through a Plant Rental Agreement is not delivered to SANParks in accordance with the requirements of annexure 7 - Replacement / Ad hoc Rental delivery requirements | SANParks may lease similar vehicles from a third party for the total required period and any adverse cost shall be for Service Provider's account. |
| Breakdowns | Where Plant breaks down | |
| | Once during a month | No penalty, repair subject to normal service levels. |
| | Twice during a calendar month | The Rental for the relevant Vehicle shall be reduced by 50% (fifty per cent) for the month in question. |
| | More than twice during a calendar month | No Rental shall be charged for the relevant Vehicle for the month in question. |
| Roadside Assistance | Where breakdown or roadside assistance is not provided within the stipulated timeframes. | The Rental for the relevant Vehicle for the month in which the breakdown occurs shall be reduced by 50% (fifty per cent). |

| Penalties Payable by Service Provider | | |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Area | Event | Penalty |
| Maintenance, Theft, Hijacking | Where a replacement vehicle is not provided in line with the requirements of annexure 7 - Replacement / Ad hoc Rental delivery requirements. | The Rental for the relevant Vehicle for the month in which the failure occurs shall be reduced by 50% (fifty per cent). SANParks may lease similar vehicles from a third party for the total required period and any adverse cost shall be for Service Provider's account. |

Penalties payable shall be calculated monthly and payable by Service Provider

All penalties shall be payable free of deduction or set-off into a penalty fund established by SANParks in terms of and subject to the provisions of the Public Finance Management Act, 1999.

1. No penalties will be payable by Service Provider during the Interim Phase of this Agreement.

Annexure 7 – Rental / Replacement for Breakdowns Delivery Requirements

| VEHICLES | Region | Rental or Replacement | Delivery Timing Hours |
|---------------------------------------|------------------------------|------------------------------|------------------------------|
| HCV, Tractors, Earth Moving Equipment | Kruger National Park | Rental | 5 Working Days |
| HCV, Tractors, Earth Moving Equipment | Kruger National Park | Replacement for Breakdowns | 48 clock hours |
| HCV, Tractors, Earth Moving Equipment | Kgalagadi Transfrontier Park | Rental | 5 Working Days |
| HCV, Tractors, Earth Moving Equipment | Kgalagadi Transfrontier Park | Replacement for Breakdowns | 72 clock hours |

Annexure 8 - Information in Support of the Vehicle Quotation Schedules

Introduction

The information below is applicable to the Quotation Schedules Annexure 9A – C inclusive

1. A Vehicle Quotation schedule is published for each individual region within SANParks
 - Kruger National Park (KNP)
 - Kgalagadi Transfrontier Park
2. Bidders are required to complete the full Quotation schedule
3. The Quotation Schedule may vary in its requirements from region to region, and each Quotation schedule is therefore unique.
4. The Bid for each region requires quotations for a range of plant, finance options and services. Bidders are required to complete the Quotation Schedule in its entirety for all the requirements of that region (Plant categories and services)
5. The Quotation Schedule requirements are:
 - 5.1 The category of required Plant includes: Graders, Excavators, TLB's (Loader Excavator), and Loaders, Tippers, chip spreaders, rollers, Recyclers, bulldozers & water carts.
 - 5.2 The required range of finance is: Full Maintenance Leasing (FML)
 - 5.3 The required range of services include but not limited to:
 - Ad hoc and replacement rental vehicles
 - Managed Maintenance
 - Call Centre facilities
 - Tracking system
 - Insurance
 - Accident Management
 - Fuel procurement and management

- License and registration
- Toll fees
- Driver license verification
- Fines management
- IT information systems
- Provide Earth Moving Equipment operators
- On road refueling for Earth Moving Equipment
- Provide wear tools for equipment (GET)
- Staff accommodation and management for Earth Moving Equipment operators

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

5.4.1 Region - is the SANParks region for which the quotations are required

5.4.2 Estimated quantity of Plant per Region - is the estimated number of Plant in the region. It is for guideline purposes only and may not represent the final quantity of Plant operating in the Region.

5.4.3. Quoted Plant make / Model - the Plant makes selected and quoted for by the Bidder.

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

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

5.4.5 Additional information required in the Quotation Schedule is:

5.4.5.1 A description of the Earth Moving Equipment Units for which the Bidder is quoting including extra equipment, which must match the minimum requirement of SANParks.

5.4.5.2 Long Term quotations for each indicated vehicle category and monthly hour requirements.

- 5.4.6 Should the Bidder wish to quote for several alternative vehicles makes the full details of costs etc. must be completed for each line of quotations.
- 5.4.7 Ad hoc Rental rates for each unit for periods of
- 5.4.7.2 Ad Hoc Hourly Rate – **WET Rate all inclusive (VAT Included: Less than 1 month.**
- 5.4.7.3 Ad Hoc Hourly Rate – **WET Rate all inclusive (VAT Included: In Excess of 1 month**
- 5.4.8 Internal movement transfer tariff beyond point of delivery- the cost of moving yellow equipment to a place of work from the point of delivery at the National Park.
- 5.4.9 Transfer tariff for Long Term Rental unit must be allowed for in the rates. Ad-Hoc Transfer tariff is to be paid as indicated in the rate card.
- 5.4.10 Bidders must complete all quotations in both hard copy and electronic spreadsheet formats.

Annexure 9 – QUOTATION SCHEDULES (As per tab names (9A - D)

ADDITIONAL EXCEL FORMAT PAGES

Annexure 10 – Minimum Specifications for accommodation

Tent Specifications for Earth Moving Equipment Operator Accommodation

Kruger National Park

1. The tents must be pitched on a min 100mm concrete slab at positions on site indicated by the KNP and Parks overseers
2. The tent is known as the 2 in 1 Combo (3.3m wide x 5.4m long – one room) the tent is 3m wide x 3.6m long.
3. The 2 in 1 Combo is made out of 400-gram 100% polyester same as military spec. Waterproof, Rot and Mildew Proof.
4. No tents allowed in Skukuza Living quarters. 2 x Single rooms and a dormitory with space for 4 people will be available at a monthly rental cost in Skukuza Living quarters

Kgalagadi Transfrontier Park

1. Mobile Accommodation unit compatible to tow behind Road Grader on all on or off-road conditions.
2. Accommodate 2 x staff members
3. Battery back-up for lights. (Solar or charged from grader)
4. LP Gas cooking facility
5. LP Gas or solar Fridge/Freezer to store food for 7days
6. 1000 litre Fuel tank with pump & meter for refuelling of the Road Grader
7. 200-litre freshwater tank with tap

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**

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 |
|-----------|-----------------|---------------------------|
| | | |
| | | |

¹ the power, by one person or a group of persons holding most 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.

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| | | |

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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National

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.

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

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- (a) The applicable preference point system for this tender is the **90/10** preference point system
- (b) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--------------------------------------------------|---------------|
| PRICE | 90 |
| SPECIFIC GOALS | 10 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

4.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1** In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 5.2** In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the Table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|-------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------|
|-------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------|

| | (To be completed by the organ of state) | |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| B-BBEE Level | <p style="text-align: center;">Total Points: 3</p> <p style="text-align: center;">Allocation of points in line with B-BBEE Levels.</p> <p style="text-align: center;">Level 1: 10/10 X 3 = 3.00</p> <p style="text-align: center;">Level 2: 9/10 x 3 = 2.70</p> <p style="text-align: center;">Level 3: 6/10 x 3 = 1.80</p> <p style="text-align: center;">Level 4: 5/10 x 3 = 1.50</p> <p style="text-align: center;">Level 5: 4/10 x 3 = 1.20</p> <p style="text-align: center;">Level 6: 3/10 x 3= 0.90</p> <p style="text-align: center;">Level 7: 2/10 x 3= 0.60</p> <p style="text-align: center;">Level 8: 1/10 x 3 = 0.30</p> | |
| Promotion of enterprises owned by black people with at least 51% shareholding or more; | <p style="text-align: center;">Total Points: 4</p> <p style="text-align: center;">76% to 100% = 4</p> <p style="text-align: center;">61% to 75% = 3</p> <p style="text-align: center;">41% to 60% = 2</p> <p style="text-align: center;">20% to 40% = 1</p> <p style="text-align: center;">0 to 19% = 0</p> | |
| Preference to enterprises owned by women with at least 30% shareholding; | <p style="text-align: center;">Total Points: 3</p> <p style="text-align: center;">76% to 100% = 3</p> <p style="text-align: center;">51% to 74% = 2</p> <p style="text-align: center;">30% to 50% = 1</p> <p style="text-align: center;">0 to 29% = 0</p> | |

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name _____ of company/firm.....

6.2 Company _____ registration _____ number:

6.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

6.4.1 The information furnished is true and correct;

6.4.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

6.4.3 In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

6.4.4 If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution
 - (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.

| | |
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| WITNESSES | |
| 1 | |
| 2 | |

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

SBD 7.2

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.

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| GCC1 | <p>1. Definitions - The following terms shall be interpreted as indicated:</p> <p>1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5. “Countervailing duties” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7. “Day” means calendar day.</p> <p>1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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</p> |
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| | <p>contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>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.</p> <p>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.</p> <p>1.14. "GCC" mean the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site", where applicable, means the place indicated in bidding documents.</p> |
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| | <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p> |
| GCC2 | 2. Application |
| | <p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| GCC3 | 3. General |
| | <p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| GCC4 | 4. Standards |
| | <p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| GCC5 | 5. Use of Contract Documents and Information |
| | <p>5.1. The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information</p> |

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

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| | <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p> |
| GCC8 | <p>8. Inspections, Tests and Analyses</p> |
| | <p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense</p> |

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| | <p>of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p> |
| GCC9 | 9. Packing |
| | <p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p> |
| GCC10 | 10. Delivery and Documentation |
| | <p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p> |
| GCC11 | 11. Insurance |
| | <p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p> |
| GCC12 | 12. Transportation |
| | <p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p> |
| GCC13 | 13. Incidental Services |

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| | <p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p> |
| GCC1 4 | 14. Spare parts |
| | <p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p> |

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| GCC1 5 | 15. Warranty |
| | <p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p> |
| GCC1 6 | 16. Payment |
| | <p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> |

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| | 16.4. Payment will be made in Rand unless otherwise stipulated in SCC |
| GCC1 7 | 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, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| GCC1 8 | 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. |
| GCC1 9 | 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. |
| GCC2 0 | 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 |
| GCC2 1 | 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 |

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| | <p>amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p> |
| GCC2 2 | 22. Penalties |
| | <p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p> |
| GCC2 3 | 23. Termination for default |
| | <p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods</p> |

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| | <p>within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> |
| 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 |

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| | <p>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.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p> |
| GCC2 4 | 24. Anti-dumping and countervailing duties and rights |
| | <p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p> |
| GCC2 5 | 25. Force Majeure |
| | <p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> |

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| | <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> |
| GCC2 6 | 26. Termination for insolvency |
| | <p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p> |
| GCC2 7 | 27. Settlement of disputes |
| | <p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p> |

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| GCC2 8 | 28. Limitation of liability |
| | <p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |
| GCC2 9 | 29. Governing language |
| | <p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p> |
| GCC3 0 | 30. Applicable law |
| | <p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p> |
| GCC3 1 | 31. Notices |
| | <p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p> |
| GCC3 2 | 32. Taxes and duties |
| | <p>32.1. A foreign supplier shall be entirely responsible for all</p> |

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| | <p>taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p> |
| GCC3 3 | 33. National Industrial Participation Programme |
| | <p>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.</p> |
| GCC3 4 | 34. Prohibition of restrictive practices |
| | <p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p> |
| | <p>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.</p> |
| | Jigs, Tools, and Templates, where applicable |

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| | <p>Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.</p> |
| | <p>Copyright and Intellectual Property</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract.</p> <p>The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property.</p> <p>The parties agree that all right, title, and interest in the contract intellectual property rightly invests in SANParks and to give effect to the foregoing:</p> <ul style="list-style-type: none"> (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. <p>The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted supplier shall assist SANParks in obtaining statutory protection for the contract intellectual property at the expense of SANParks wherever SANParks may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to SANParks, or as SANParks may direct, and to support SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause.</p> <p>The rights and obligations set out in this clause shall service termination of this contract indefinitely.</p> |
| | <p>Confidentiality</p> <p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not:</p> <ul style="list-style-type: none"> (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, |

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| | <p>other than for the execution of the contract and the delivery of the deliverables or</p> <p>(c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</p> <p>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</p> <p>(a) Disclose the confidential information to any third party, or</p> <p>(b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</p> <p>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.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <p>(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.</p> <p>(b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient.</p> <p>(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</p> <p>(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.</p> <p>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:</p> <p>(a) All written disclosures received from SANParks.</p> <p>(b) All written transcripts of confidential information disclosed verbally by the SANParks; and</p> <p>(c) All material embodiments of the contract intellectual property.</p> <p>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.</p> <p>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.</p> |
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