



REQUEST FOR QUOTATION

Terms of Reference

INVITATION TO BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR

**THE MAINTENANCE AND NEW INSTALLATION OF SOLAR PLANT SYSTEM AT KRUGER
NATIONAL PARK ON AS AND WHEN REQUIRED FOR A PERIOD OF 12 MONTHS**

(SANPARKS)

RFQ NO: 007616

REQUEST FOR QUOTATION	
<p>You are hereby invited to submit quotations for:</p> <p>APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE AND NEW INSTALLATION OF SOLAR PLANT SYSTEM AT KRUGER NATIONAL PARK AS AND WHEN REQUIRED FOR A PERIOD OF 12 MONTHS</p>	
RFQ NUMBER:	RFQ NO: 007616
ADVERTISEMENT DATE:	29 October 2026
CLOSING DATE:	13 November 2026
CLOSING TIME:	11:00 am
BID DOCUMENT SUBMISSION EMAIL:	SKUKUZA CAMP SCM BUILDING TENDER BOX (Please note that any submissions made to any other email other than the designated email will not be accepted)
BID VALIDITY PERIOD:	90 days (starting from the day after the closing date of this RFQ)
TECHNICAL RELATED QUERIES	Fikiswa.gasa@sanparks.org
SCM RELATED QUERIES	Nhlamulo Kubayi: 013 735 4120

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

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Where applicable, the successful bidder will be required to fill in and sign a written Contract Form (SBD 7) or Service Level Agreement (SLA).

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

NB: No proposal shall be accepted by SANPARKS if submitted in any manner other than as prescribed above.

THIS RFQ 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:		CLOSING DATE:		CLOSING TIME:	11:00
DESCRIPTION					
BID RESPONSE DOCUMENTS MUST BE SENT TO THE DESIGNATED EMAIL ADDRESS					
Skukuza camp SCM Building Tender Box Please note that any submissions made to any other email and manner other than the designated email will not be accepted)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nhlamulo Kubayi		CONTACT PERSON		
TELEPHONE NUMBER	013 735 4120		TELEPHONE NUMBER		
E-MAIL ADDRESS	Nhlamulo.kubayi@sanparks.org		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
CONTACT NUMBER	CODE		TELEPHONE NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS			OR		
CENTRAL SUPPLIER DATABASE					
TAX COMPLIANCE PIN			SUPPLIER NUMBER	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? (TICK APPLICABLE BOX)			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED (TICK APPLICABLE BOX)		
☐ YES ☐ NO [IF YES ENCLOSE PROOF]			☐ YES ☐ NO [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES	☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES	☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA			☐ YES	☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES	☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES	☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN					

CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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: _____

1. PURPOSE

The purpose of this Request for Quotation (RFQ) is to appoint a service provider to submit quotations for the supply and delivery of maintenance and new installation of solar plant system to South African National Parks (SANParks).

2. BACKGROUND

South African National Parks (SANParks) is a public entity functioning under National Environmental Management: Protected Areas Act 57 of 2003 (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: public entities.

SANParks' operations are totally guided by its vision statement and mission statement. As a public entity, the organisation is committed to act in pursuance of transformation of South Africa's society in support of entrenching South Africa's democracy. In this regard, the organisation has adopted a transformation mission to guide its efforts accordingly.

The conditions of tender are the Standard Conditions of Tender as contained in **Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019, see www.cidb.org.za)** which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of the Tender Data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The South African National Parks invites tenders to provide maintenance and new installation of solar plant system at SANParks (Kruger national Park)

ELIGIBILITY

1) CIDB Grading:

The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions are eligible to submit tenders:

- Contractors who have a CIDB contractor grading designation of **2EP or higher**.
- Joint ventures are eligible to submit tenders provided that:
 - (i) Every member of the joint venture is registered with the CIDB.
 - (ii) The lead partner has a contractor grading designation in the **2EP or higher** class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2EP or higher** class of electrical construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.
- **ONLY TENDERERS WHO COMPLY WITH THE FOLLOWING ARE ELIGIBLE TO SUBMIT TENDERS:**
 - (i) Have the required and valid CIDB grading stated **2EP or higher**.
 - (ii) The service provider must provide Valid Certificate of good standing Registered with the Department of Labor in terms of COIDA (Compensation for Occupational Injuries and Diseases Act, No 130 of 1993) with nature of business and related Services **Strictly Electrical**.

Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD 1 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) Authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that it is in order.
- ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the

enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name	Position	Signed

Enterprise name	Date

3. SCOPE OF WORK

- 3.1. Appointment of a Service Provider for the Maintenance and new Installation of Solar Plant System at Kruger National Park as and when required for a period of 12 months
- 3.2. **Delivery Point:** Skukuza warehouse
- 3.3. **Delivery Hours:** 08:00 to 15:00

NB: Kindly note that conservation fees will be applicable upon entry into the park.

SCHEDULES OF RATES

The below materials list and scope of works may not be exhaustive, therefore, for any parts or work that may be required but is not included herein and on Scope of works, a 15% mark-up/handling fee would be allowed, ONLY if it is supported by a quotation from the supplier, and further the Employer reserve the right for an alternative quote based on market research

1. PRICING SCHEDULE

Selection Criteria		Evidence Required	Scoring Points	Scoring Methodology	
1.	EXPERIENCE				
1.1	Bidders are required to display the company's previous solar or renewable installation experience, by supplying THREE or more reference letters of completed and commissioned systems. <ul style="list-style-type: none">Each reference letter or Completion certificate must have:Client letterheadDescription of workValue of projectStart and End date	Service Provider to provide a signed reference letter on a client's letterhead OR Signed project completion document on a client's letterhead as evidence for each submitted project.	40	40 Points =	Bidder who has Four (4) and more past Reference letters or completion certificate
				30 Points =	Bidder who has three (3) past Reference letters or completion certificate
				0 Points =	Bidder who has less than three (3) past Reference letters or completion certificate
2.	RESOURCES				
2.1.	Site Supervisor/Manager 1x Site Supervisor/Manager who will be managing the works, must have: <ul style="list-style-type: none">Minimum National Diploma - Electrical Engineering.Minimum 5 years' working and supervision experience in PV Solar or Renewable Systems, construction and installation. CV Must include Contract and or Project management experience.Certificate/Recognised formal qualification in Solar Systems construction, installation and maintenance	The service provider to provide a detailed CV and qualifications	30	30 points	Site supervisor or Manager with 6 years or more experience
				20 points	Site supervisor or Manager with 5 years' experience
				0 points	Site Supervisor or Manager with less than 5 years' experience
2.2.	Site Technical tradesman, minimum			20 points	Artisan with 5 years or more experience

	1x Artisan Electrical <ul style="list-style-type: none"> Minimum N3 certificate Electrical Shall have a minimum of 4 years' working experience in the electrical Industry/field, of which minimum of 2 years be involved with installation and maintenance of solar plant or other renewable power projects as an Artisan. Shall have trade test certificate. 	The service provider to provide a detailed CV and qualifications	20	10 Points	Artisan with 4 years' experience
				0 Points	Artisan with less than 4 years' experience
2.3.	2 x General Assistants <ul style="list-style-type: none"> At least 1 year involved in construction and installations of Solar or Renewable project works 	The service provider to provide a detailed CV and qualifications	10	20 points	2 x General assistance with 2 years' or more experience
				10 Points	2 x General assistance with 1 year experience
				0 Points	2 x General assistance with less than 1 year
	TOTAL POINTS			100	
	MINIMUM QUALIFYING POINTS			70	

ITEM No:	DESCRIPTION	Unit of Measure	QTY	MATERIAL RATE	TOTAL
1	YINGLI solar panels 550W Solar or equivalent	ea	1		R -
2	60/48V Freedom WON Lithium LifePO4 Battery or equivalent	ea	1		R -
3	30/24V Freedom WON Lithium LifePO4 Battery or equivalent	ea	1		R -
4	U P5000 51.2V 4.95kWh 96.6AH green rich lithium battery	ea	1		R -
5	SUNSYNK 16kW 1 phase inverter or equivalent	ea	1		R -
6	SUNSYNK 20kW 1 phase inverter or equivalent	ea	1		R -
7	12 Way DB PVC DIN	ea	1		R -
8	60A Change over	ea	1		R -
9	Battery Fuse Disconnecter NH00 160A 3P	ea	1		R -
10	Battery fuse NH00 160A	ea	1		R -
11	Battery EV cable 50mm Red	m	1		R -
12	Battery EV cable 50mm Black	m	1		R -
13	Battery lug crimp 50mm x 10mm	ea	1		R -
14	Onesto C/B 2P 32A 3kA	ea	1		R -
15	PV/BESS indicator LED Indicator GREEN DIN	ea	1		R -
16	PV/BESS indicator LED Indicator RED DIN	ea	1		R -
17	AC surge 2P 40kA	ea	1		R -
18	DC surge 2P 40kA	ea	1		R -
19	DC MCB 2P 40A PV strings circuit breaker	ea	1		R -
20	Fuse carrier 1P - 1000V	ea	1		R -
21	Cylindrical Fuse - 25A	ea	1		R -
22	Solar cable (black)	m	1		R -

23	Solar cable (Red)	m	1		R -
24	MC4 male connector	ea	1		R -
25	MC4 female connector	ea	1		R -
26	6mm bare copper wire	ea	1		R -
27	Earth spike M16 + Clamp A grade	ea	1		R -
28	EL trunking 100x40	ea	1		R -
29	PVC Flex conduit 32mm	ea	1		R -
30	6mm x 4C cable	ea	1		R -
31	40A 1PH DP MCB CBI	ea	1		R -
32	16mm Bare CU	ea	1		R -
33	COC	ea	1		R -

LABOUR RATES

1	Site supervisor	ea	1		R -
2	Artisan	ea	1		R -
3	General assistant	ea	1		R -
4	4x2 Light Duty Vehicle	per/km	1		R -
5	4x4 Light Duty Vehicle	per/km	1		R -
6	3-ton Forklift	per/day	1		R -

Subtotal

VAT @15%

Total

3.4. General Principle

- Bidders are required to provide a **firm, all-inclusive price** for the supply and delivery. The price must include all transport, specialized decanting equipment, and conservation fees. No price escalations will be considered after the closing date of the RFQ.
- Bidders are required to submit a written quotation on the company letterhead.
- The bidder's pricing shall remain firm for a period of Ninety (**90**) days from the day following the closing date of this RFQ
- All quoted prices must be inclusive of Value Added Tax (VAT) and account for any price fluctuations, including exchange rate variations. Prices must be quoted in South African Rand (ZAR).
- SANParks reserves the right to engage in negotiations with the recommended bidder prior to the conclusion of the appointment process.
- "For financial support through interest-free funding, please feel free to contact our funding partners Sanlam and I AM AN ENTREPRENEUR at <https://sanlamsanparks.co.za> / or 0783500768. They are here to assist you in optimizing your business' financial strategies."

4. COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

The verification during this phase is to assess the bid responses for purposes of verifying compliance with RFQ requirements, whereby a bidder may be disqualified if they do not fully comply which requirements as stipulated below:

- Submission of fully completed SBD1 (Invitation to Bid),
- Submission of a quotation on the company letterhead
- Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD 6.1 (Preference Claim Certificate),

5. OTHER RETURNABLE DOCUMENTS

- Original or certified B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit, this is only for the allocation of preference points in terms of specific goals

NB: Completing a Sworn Affidavit for BBBEE

The following information needs to be completed properly, if not the Sworn Affidavit will be rejected as invalid.

- Full name, surname, and identity number to be completed.
- Block to be drawn around "Member/Director/Owner".
- Enterprise name needs to be written in full as well as the trading name (if applicable) otherwise "Not applicable".
- The Company Registration and VAT number to be completed (if not registered for VAT please again write in full "not applicable")
- The Companies physical address including the postal code to be inserted.
- Entity of the company correctly stated i.e., (Pty) Ltd, CC and Sole Prop Etc.
- All places that have the percentage sign – the percentage needs to be completed
- "Based on the Audited Financial Statements/ Financial Statements" your choice needs have a block around the correct reply, AND the date needs to be written in full indicating (DD/MM/YYYY) i.e.: 3rd January 2021.
- The Levels 1/Level, 2/Level or Level/ 4 need to be ticked in the corresponding box,
- Last but very important at the bottom of the page "Deponent Signature" and "Commissioner of Oaths" must both be full signatures and dated on the same day at the same time in front of the Commissioner with the Commissioners stamp as well.

6. CENTRAL SUPPLIER DATABASE INFORMATION

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).

8. EVALUATION CRITERIA

Responses to the RFQ will be evaluated in two phases in accordance with the PPPFA guidelines

8.1. Price and Preference Evaluation

- 80/20 preference point system will be applicable as the acquisition of goods and services is estimated to be less than the Rand value of R50 million.

Criteria	Points
Price	80
Specific Goals	20
Total points for Price and Specific Goals	100

A maximum of 80 points is allocated for price on the following basis: 80/20

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

Where:

P_s = Points scored for price of the bid under consideration

P_t = Rand value of bid under consideration

$P_{\min}$ = Rand value of lowest acceptable bid

- A maximum of 20 points is allocated for preference. Scoring preferences Points will be awarded to a bidder for attaining Specific Goals Preference Points table.

9. 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

10. TIMELINES

Upon appointment the service provider is expected to deliver the required products within 7 days or make delivery arrangements. Failure to deliver SANParks reserve the right to cancel the Purchase Order.

11. FINANCIAL PAYMENT

Upon appointment the recommended service provider is expected to confirm that they will provide the service on the stipulated dates upon receiving a Purchase Order, failure to adhere to the above, SANParks reserve the right to cancel the issued Purchase Order.

Payment will be made in accordance to the PFMA (within 30 days of receipt of invoice) after delivery of service rendered or goods delivered.

12. FINAL AWARD

SANParks recommends the bidder who has quoted on all the items as required in terms of the RFQ for the contract award subject to the bidder having supplied the relevant administrative documentation and complied in all aspects with the terms and conditions as requirements of the RFQ.

		SOUTH AFRICAN NATIONAL PARKS																						
BIDDER'S DISCLOSURE			SBD 4																					
1. PURPOSE OF THE FORM																								
1.1	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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.																							
1.2	If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE																								
2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in the section 239 of the Constitution ¹ ?	YES	NO																					
2.2	If YES, furnish particulars of the names, individual identity numbers, in the table below:																							
	<table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Name of Organ of State</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Full Name	Identity Number	Name of Organ of State																				
Full Name	Identity Number	Name of Organ of State																						
2.3		YES	NO																					

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

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

--	--

2.3.1 If so, furnish particulars: _____

1.1 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

1.1.1 If so, indicate all companies registered in the CSD in the table below:

Supplier Registration Number (MAAA...)	Status (Active/Inactive/Deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

2. GENERAL DECLARATION

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

2.1 I have read and I understand the contents of this disclosure

2.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false;

2.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

2.4 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.

2.5 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.

2.6 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.

2.7

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

Signature

Date

Designation

Name of the Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022		SBD 6.1								
<p>This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.</p>										
<p>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.</p>										
<p>1. GENERAL CONDITIONS</p>										
1.1	<p>The following preference point systems are applicable to invitations to tender:</p>									
1.1.1	<p>the 80/20 system for requirements with a Rand value of up to R50,000,000.00 (all applicable taxes included); and</p>									
1.1.2	<p>the 90/10 system for requirements with a Rand value above R50,000,000.00 (all applicable taxes included).</p>									
1.2	<p>To be completed by the organ of state</p>									
a)	<p>The applicable preference point system for this tender is the 80/20 preference point system.</p>									
1.3	<p>Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:</p>									
	<p>(a) Price; and</p>									
	<p>(b) Specific Goals</p>									
1.4	<p>To be completed by the organ of state:</p> <p>The maximum points for this tender are allocated as follows:</p> <table border="1"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td>20</td> </tr> <tr> <td>Total points for Price and Specific Goals</td> <td>100</td> </tr> </tbody> </table>			POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and Specific Goals	100
	POINTS									
PRICE	80									
SPECIFIC GOALS	20									
Total points for Price and Specific Goals	100									
1.5	<p>Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</p>									
1.6	<p>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.</p>									
<p>2. DEFINITIONS</p>										
(a)	<p>“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;</p>									
(b)	<p>“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;</p>									
(c)	<p>rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;</p>									

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20

Or

90/10

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

Or

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

Or

90/10

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

Or

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\max}$ = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS				
4.1	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:			
4.2	In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—			
<p>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</p> <p>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,</p> <p>then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.</p> <p>Table 1: Specific goals for the tender and points claimed are indicated per the table below.</p> <p><i>(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.</i></p> <p><i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i></p>				
The specific goals allocated points in terms of this tender			Number of points allocated (80/20 system) To be completed by the organ of state)	Number of points claimed (80/20 system)
	Enterprises with B-BBEE Procurement Recognition	Level 1	20	
	Enterprises with B-BBEE Procurement Recognition	Level 2	18	
	Enterprises with B-BBEE Procurement Recognition	Level 3	14	
	Enterprises with B-BBEE Procurement Recognition	Level 4	12	
	Enterprises with B-BBEE Procurement Recognition	Level 5 and above	0	
DECLARATION WITH REGARD TO COMPANY/FIRM				
4.3	Name of Company / Firm: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
4.4	Company Registration Number: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
4.5	Type of Company / Firm (Tick applicable box)			
	Partnership / Joint Venture / Consortium	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>	Personal Liability Company	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>
	One-person business / sole propriety	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>	(Pty) Limited	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>
	Close corporation	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>	Non-Profit Company	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>
	Public Company	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>	State Owned Company	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>

4.6

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- (iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have :–

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

SIGNATURE(S) OF TENDERER(S)

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.

1. 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 Numberat the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2. 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 numberdatedfor 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	EE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT

.....ON..... NAME

(PRINT).....

SIGNATURE

.....
... OFFICIAL STAMP

--

WITNESSES

1



STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF GOODS

1. These standard terms and conditions of contract:-
 - are or form part of the special conditions of contract referred to in the General Conditions of Contracts; and
 - will form part of the service agreement to be concluded between SANParks and the preferred bidder, upon bid award, and at which time Annexure A (Contract Schedule) and B (Pricing Schedule) will be concluded.
2. Bidders are required to indicate their acceptance of these standard terms and conditions by initialling (through its authorised representative) each page of these standard terms and conditions including Annexure C.
3. If a bidder does not accept any term or condition contained in these standard terms and conditions, they must clearly indicate such non-acceptance by either:
 - marking up the relevant provisions in these standard terms and conditions; or
 - submitting, as part of their bid response, a separate document detailing their proposed amendments or comments.
4. Failure by a bidder to initial each page of these standard terms and conditions, and to indicate any objections either through mark-ups or a separate submission, shall be deemed by SANParks as the bidder's full acceptance of all terms and conditions set out in these standard terms and conditions.
5. The bidder acknowledges, by initialling these terms and conditions or submitting its comments thereto, that it:-
 - has fully read and understands the provisions contained in these standard terms and conditions;
 - has no expectation of award; and
 - does not deem the initialling of these standard terms and conditions as creating any binding contract between it and SANParks.
6. SANParks reserves the right to amend these standard terms and conditions at its sole discretion as it deems fit and appropriate

Agreement

xxx

AGREEMENT
(standard terms and conditions)

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Agreement

xxx

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement clause headings are for convenience and will not be used in its interpretation.
- 1.2 Unless the context clearly indicates a contrary intention, an expression which denotes:
 - 1.2.1 any gender includes the other genders;
 - 1.2.2 a natural person includes a juristic person and *vice versa*; and
 - 1.2.3 the singular includes the plural and *vice versa*.
- 1.3 Any reference to any legislation is to such legislation as at the Signature Date and as amended, re-enacted or substituted from time to time thereafter.
- 1.4 If any provision in a definition is a substantive provision conferring any right or imposing any obligation on a Party, then notwithstanding that it is only in the interpretation clause, effect will be given to it as if it were a substantive provision in the body of this Agreement.
- 1.5 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in a particular clause.
- 1.6 When any number of days is prescribed, such number will exclude the first and include the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the next succeeding day which is a Business Day.
- 1.7 Any reference to days (other than a reference to Business Days) or to months or years, will be a reference to calendar days, months or years, as the case may be.
- 1.8 The use of the word "including" followed by a specific example/s will not be construed as limiting the meaning of the general wording preceding it and the rule of interpretation to the contrary will not be applied in the interpretation of such general wording or such specific example/s.
- 1.9 The rule of construction that the contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of the agreement (ie the *contra proferentem* rule), shall not apply.
- 1.10 Unless otherwise expressly stated, no provision of this Agreement constitutes a stipulation for the benefit of any Person who is not a Party to this Agreement.
- 1.11 The termination of this Agreement will not affect the provisions of this Agreement which operate after any such termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.12 Unless otherwise stated in any particular clause of this Agreement, any terms and conditions stipulated by the Service Provider, will not apply to the appointment, supply of Goods, and/or rendering of the Services by the Service Provider, and accordingly, such terms and conditions of the Service Provider will be of no force and effect.
- 1.13 Unless the meaning is inconsistent with the context, the following expressions will bear the following meanings, and related expressions will have corresponding meanings:
 - 1.13.1 **"Agreement"** means collectively, these Terms and Conditions of Contract together with all of its schedules and/or Annexures, as may be amended by the Parties in writing from time to time, and as set out in clause 3.2;
 - 1.13.2 **"Annexures"** means the annexures to this Agreement;
 - 1.13.3 **"B-BBEE"** means broad-based black economic empowerment as defined in the B-BBEE Act;
 - 1.13.4 **"B-BBEE Act"** means the Broad-Based Black Economic Empowerment Act 53 of 2003;
 - 1.13.5 **"B-BBEE Codes"** means the codes of good practice on B-BBEE published by the responsible/relevant department, pursuant to the B-BBEE Act;
 - 1.13.6 **"B-BBEE Credentials"** mean the B-BBEE profile (including gender and race) of an entity that scores B-BBEE points in terms of the B-BBEE Codes;
 - 1.13.7 **"B-BBEE Score"** means the B-BBEE score of an entity calculated in accordance with the B-BBEE Act and the B-

BBEE Codes as such score is reflected in a valid and up to date Verification Certificate (as defined in the B-BBEE Codes) issued by a Verification Agency (as defined in the B-BBEE Codes); or in the case of a Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME) the score which such QSE or EME is entitled to upon submission of a sworn affidavit to this effect, to the extent allowed by procurement laws and B-BBEE Codes;

- 1.13.8 **"Bid Documents"** means, collectively, the RFP and Bid Response;
- 1.13.9 **"Bid Response"** means the documents submitted by the Service Provider as their bid proposal in response to the RFP incorporated into this Agreement by reference and which forms an integral part hereof;
- 1.13.10 **"Business Day"** means any day which is not a Saturday, Sunday or official public holiday in the RSA in terms of the Public Holidays Act 36 of 1994;
- 1.13.11 **"Change Event"** means any sale, acquisition, merger, or other change of control of the Service Provider, whether occurring directly or indirectly, in a single transaction or a series of related transactions, including any sale of all or substantially all of the assets of the Service Provider;
- 1.13.12 **"Commencement Date"** means the date as set out in the Contract Schedule;
- 1.13.13 **"Confidential Information"** means any information relating to either of the Parties or this Agreement or to such Party's assets and affairs, including all communications (whether written, oral or in any other form) and all reports, statements, schedules and other data concerning any financial, technical, labour, marketing, administrative, accounting or other matter;
- 1.13.14 **"Contract Period"** means the duration of this Agreement as specified in the Contract Schedule, calculated from the Commencement Date;
- 1.13.15 **"Contract Price"** means the amount payable by SANParks to the Service Provider for the Goods and/or Services as set out the Contract Schedule;
- 1.13.16 **"Contract Schedule"** means the schedule which sets out the specific commercial and operational terms applicable to this Agreement and, attached to this Agreement as Annexure A;
- 1.13.17 **"Data"** means any data, including personal data as defined in the Electronic Communications and Transactions Act 25 of 2002, the Protection of Personal Information Act 4 of 2013 and any other legislation related to the protection of data, supplied by one Party ("the Disclosing Party") to the other Party ("the Receiving Party") or stored, collected, collated, accessed or processed on behalf of the Disclosing Party by the Receiving Party, if applicable;
- 1.13.18 **"Data Subject"** means the person to whom or which the Personal Information relates;
- 1.13.19 **"Defect/s"** means any deficiency, fault or imperfections discovered or identified in the Goods;
- 1.13.20 **"Deliverables"** means any deliverable or work product that the Service Provider creates or delivers relating to the Services, including advice, a document, or other material, and will include all Intellectual Property comprised in or in any way relating to or associated with such deliverables;
- 1.13.21 **"Delivery Hours"** means the hours during which the Service Provider is required to deliver the Goods and any Services to SANParks as set out in the Contract Schedule;
- 1.13.22 **"Delivery Note"** means a document presented to SANParks by the Service Provider for signing as proof of delivery of the Goods;
- 1.13.23 **"Disclosing Party"** means the Party disclosing Confidential Information pursuant to clause 7;
- 1.13.24 **"Materials"** means all vehicles, tools, materials, apparatus and machinery (excluding SANParks Equipment) the Service Provider must and intends to use in connection with the Goods and delivery of the Services including at a minimum the items in name and quantity as specified in the Bid Documents;
- 1.13.25 **"Existing Material"** means any work or materials developed by or for either Party independently and outside of the Agreement and provided during the course of the Agreement;
- 1.13.26 **"Expiry Date"** means the date falling on expiry of the

- Contract Period as specified out in the Contract Schedule;
- 1.13.27 **"Force Majeure"** means acts of God, war, civil war, insurrection, earthquake, storm, flood, epidemic, Government sanction, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, changes in laws, rules or regulations, blockage, embargo, labour dispute, strike, lock out or interruption or failure of electricity or telephone service, unavailability of equipment and materials or any event which the other Party invoking vis major could not reasonably be expected to prevent or control (including but without any limitations to any illegal strike or action/s by employees or servants of any Party to this Agreement) but shall exclude any event caused by the negligence and/or wilful misconduct of such Party or any of its employees or agents by any failure to observe the standard of care, diligence and skill reasonably expected of appropriately qualified and skilled persons in similar circumstances;
- 1.13.28 **"GCC/General Conditions of Contract"** means the document containing the National Treasury general conditions applicable to government bids, contracts and orders of contract, incorporated into this Agreement by reference and which forms an integral part hereof;
- 1.13.29 **"Good Industry Practice"** means the exercise of the highest degree of skill, diligence, prudence, judgment, care and foresight and the use of practices, equipment and materials which would reasonably be expected from appropriately qualified, experienced and skilled leading professionals with experience in supplying of a similar scope, type, nature and complexity as the Goods and any Services;
- 1.13.30 **"Goods"** means the goods and/or equipment which the Service Provider is required to manufacture, supply and and/or deliver as and when so required by SANParks at the Premises, as fully described in the Specifications;
- 1.13.31 **"Intellectual Property"** means all intellectual property of any nature or form, where-ever situated (and whether registered or unregistered), including any copyright, name, trading style, mark, logo, trademark, brand, drawing, design, pattern, registered design, patent, invention, discovery, process, formula, know-how, computer software, customer lists, rights to domain names, goodwill or any application in respect of any of the foregoing;
- 1.13.32 **"Internal Rules"** mean SANParks' internal requirements and procedures, as may be amended by SANParks from time to time and include but is not limited to *inter alia* Security Rules;
- 1.13.33 **"Key Account Manager"** means the person designated by the Service Provider as its representative who is appropriately qualified and skilled with sufficient seniority, who will act as its primary day-to-day representative for purposes of managing its obligations in terms of the Agreement and to whom all communications from SANParks will be addressed pursuant to clause 8;
- 1.13.34 **"Key Personnel"** means those Personnel listed in the Bid Response and dedicated by the Service Provider to the provision of the Services;
- 1.13.35 **"Law"** means the laws of the RSA and will be construed as any law (including common or customary law), or statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other legislative measure of any government, local government, statutory or regulatory body or court;
- 1.13.36 **"Letter of Intent"** means the letter by SANParks to the Service Provider wherein the Service Provider was notified of SANParks' acceptance of its Bid Response and any terms applicable to such acceptance and which letter was accepted by the Service Provider;
- 1.13.37 **"Loss/es"** means all direct, indirect and consequential losses, liabilities, costs, expenses, fines, penalties, damages, claims as well as related costs and expenses, unless specifically excluded in terms of this Agreement;
- 1.13.38 **"OHS"** means occupational health and safety;
- 1.13.39 **"OHS Act"** means Occupational Health and Safety Act, Act No. 85 of 1993;
- 1.13.40 **"Operator Terms"** means the Operator terms and conditions in Annexure C hereto;
- 1.13.41 **"Parties"** mean SANParks and the Service Provider (as indicated in the Contract Schedule), collectively and **"Party"**

- will mean any one of them as the context may indicate;
- 1.13.42 **"Person"** means any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- 1.13.43 **"Personnel"** mean employees, approved contractors, sub-contractors and/or independent contractors of the Service Provider to be utilised by the Service Provider to supply the Goods and/or render the Services and includes Key Personnel;
- 1.13.44 **"Premises"** means the locations at which the Goods and/or Services will be delivered as specified in the Contract Schedule;
- 1.13.45 **"Pricing Schedule"** means the schedule detailing the rates for Goods and Services attached to the Agreement as **Annexure "B"**;
- 1.13.46 **"Purchase Order"** means an official purchase order with a purchase reference number issued by SANParks to the Service Provider for purposes of ordering the Goods and any Services, which must be priced in accordance with the Pricing Schedule;
- 1.13.47 **"Rejection Period"** means a period of 180 days from the date of delivery of the Goods or Services to SANParks, within which, SANParks may give notice to the Service Provider of any unacceptable Goods and/or Services;
- 1.13.48 **"Replacement Goods"** means the goods supplied by the Service Provider to replace damaged Goods;
- 1.13.49 **"RFP"** means the request for proposals issued by SANParks under the reference number set out in the Contract Schedule to interested parties to submit proposals to SANParks for the supply of Goods and/or Services, including all annexures thereto;
- 1.13.50 **"RSA"** means the Republic of South Africa;
- 1.13.51 **"SANParks"** means South African National Parks, a statutory body with juristic personality established in terms of section 5 of the now repealed National Parks Act 57 of 1976 and which continues to exist in terms of Section 54 of the National Environmental Management: Protected Areas Act 57 of 2003, as amended;
- 1.13.52 **"SANParks Equipment"** means any equipment, tools, materials, apparatus and machinery leased to, on loan to, owned, controlled, operated or in possession of SANParks;
- 1.13.53 **"SANParks Visitors"** means visitors to SANParks premises;
- 1.13.54 **"Security Rules"** mean SANParks' security requirements, regulations and procedures, as may be amended by SANParks from time to time and include but is not limited to *inter alia*, (i) the right to search the Personnel and any container in the possession of a Personnel or Service Provider and any motor vehicle driven by a Personnel or Service Provider whilst at the Premises or (ii) the conducting of security screening on any Personnel;
- 1.13.55 **"Service Levels"** means the levels and standards of performance against which the Goods and/or Services will be measured from time to time as set out in the RFP;
- 1.13.56 **"Service Provider"** means the provider of the Services in this Agreement, as indicated in the Contract Schedule;
- 1.13.57 **"Services"** means the supply and delivery of Goods by the Service Provider as and when required by SANParks at the Premises, and the provision of other Services as described in the Contract Schedule and relevant Purchase Order;
- 1.13.58 **"Signature Date"** means the date of signature of this Agreement by the last of its signatories;
- 1.13.59 **"Specifications"** means the requirements, criteria and specifications set out in the RFP which the Goods and any Services are required to meet, and which will result in the Goods and any Services conforming to Good Industry Practice;
- 1.13.60 **"Terms and Conditions of Agreement/TCA"** means these Standard Terms and Conditions of Contract for the Supply and Delivery of Goods;
- 1.13.61 **"Third Party Agreement"** means a contract between SANParks and a third party on matters that may be related to the Goods; and
- 1.13.62 **"VAT"** means Value-Added Tax as levied in terms of the VAT Act 89 of 1991.

2 RECORDAL

SANParks has appointed the Service Provider to render the Services. The Service Provider has accepted such appointment and therefore the Parties agree to bind themselves to the terms and conditions contained in this Agreement.

3 STRUCTURE OF THE AGREEMENT

3.1 This Agreement, alongside the GCC, are the terms of the relationship between the Parties.

3.2 The Agreement is composed of the documents listed below: -

- 3.2.1 RFP including the Specifications;
- 3.2.2 these Terms and Conditions of Contract;
- 3.2.3 Annexures;
- 3.2.4 Bid Response, including all applicable annexures;
- 3.2.5 Letter of Intent; and
- 3.2.6 the relevant Purchase Order.

3.3 The general conditions of contract are in the GCC / General Conditions of Contract.

3.4 In the event of a conflict between the documents comprising this Agreement, such conflict will be resolved in accordance with the order of precedence, in descending order of priority, as provided in clause 3.2 above. In the event of a conflict between the Special Conditions of Contract listed in 3.2 and the GCC, the Special Conditions of Contract will take precedence.

3.5 Where Annexures include provisions in respect of which the Terms and Conditions of Agreement is silent, then the provisions contained in such Annexure will apply.

4 DURATION

This Agreement shall be deemed to have commenced on the Commencement Date and will endure until the Expiry Date, unless terminated earlier in terms of the Agreement.

5 NATURE OF RELATIONSHIP

5.1 The Service Provider will deliver the Goods and Services to SANParks as an independent contractor and nothing in this Agreement will be construed as creating any relationship of agency, employment, partnership or joint venture between SANParks and the Service Provider.

5.2 The Service Provider will accordingly not be entitled to (i) hold itself out as being an agent or partner of SANParks, or as being in a joint venture with SANParks; (ii) to make any false or misleading representations concerning the Service Provider's appointment as independent contractor of SANParks; or (iii) to do anything on behalf of SANParks without SANParks prior written consent, or that purports to bind SANParks in any manner whatsoever.

6 GOOD FAITH

6.1 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for, or incidental to, the putting into effect or maintenance of the terms, conditions and import of this Agreement.

6.2 The Parties undertake to act towards one another in good faith in all respects relating to this Agreement.

7 CONFIDENTIALITY

7.1 Either Party will not, at any time after the Signature Date, notwithstanding any termination or expiry of this Agreement, directly or indirectly disclose or use, whether for its own benefit or that of any other Person any Confidential Information.

7.2 Either Party may disclose the Confidential Information if and to the extent:

- 7.2.1 disclosed to any expert appointed in terms of this Agreement;
- 7.2.2 the prior written consent for such disclosure has been obtained from the other Party;
- 7.2.3 to which disclosure is required by Law;
- 7.2.4 to which disclosure is required by the rules of any stock exchange or regulatory or government body to which either Party is subject, wherever situated, whether or not the requirement for information has the force of law in which event the Disclosing Party will, unless prohibited from doing so, obtain the other Party's consent, not to be withheld unreasonably, for the manner of such disclosure, provided

that the Disclosing Party will not be obliged to obtain the consent of the other Party if such disclosure is required before the approval can reasonably be obtained, but the Disclosing Party will in these circumstances promptly notify the other Party of the full details of such disclosure, including the reasons why time did not permit such consent to be obtained;

7.2.5 the information has come into the public domain through no fault of that Party;

7.2.6 to which the Confidential Information corresponds in substance to information disclosed and/or made available by a third party to the Disclosing Party at any time without any obligation not to disclose same, unless the Disclosing Party knows that the third party from whom it received that information is prohibited from transmitting the information to the Disclosing Party by a contractual, legal or fiduciary obligation to any other party;

7.2.7 required to vest the full benefit of this Agreement in either of the Parties; and

7.2.8 that it is information which was already in the possession of the Disclosing Party prior to its disclosure by the other Party to the Disclosing Party or is independently developed by the Disclosing Party without reference to the Confidential Information.

7.3 Any information so disclosed shall be disclosed only after notification to the other Party.

7.4 Notwithstanding this clause, SANParks will be entitled to disclose and use any Confidential Information for the purposes of conducting its business.

7.5 Subject to clause 7.1 upon termination or expiry of this Agreement, the Parties will deliver to each other or, at each Party's option, destroy all originals and copies of Confidential Information in their possession.

7.6 Without prejudice to any other rights or remedies which either Party may have, each Party acknowledges and agrees that damages are not an adequate remedy for any breach by either Party of the provisions of this clause and either Party shall accordingly be entitled to the remedies of interdict, specific performance and other equitable relief for any threatened or actual breach of any such provision of this clause by the other Party or by any other relevant Person.

7.7 Each Party shall impose the same confidentiality obligations set out in this clause upon its employees, sub-contractors, vendors and other third parties who are in association with it and who may have access to any Confidential Information.

7.8 Neither Party shall make any public announcement (save for any announcement required under applicable law or the rules of any securities exchange or regulatory body to which such Party or its affiliates are subject) regarding the subject matter of this Agreement unless such announcement has been approved by the other Party, provided that such approval shall not be unreasonably withheld or delayed.

8 KEY ACCOUNT MANAGER

8.1 The Service Provider will appoint a Key Account Manager whose details are as set out in the Contract Schedule.

8.2 The Key Account Manager will co-operate fully and comply with all instructions issued by SANParks' representative in relation to this Agreement and will report to SANParks on the basis and in the format to be determined by SANParks.

8.3 The Service Provider will appoint a substitute Key Account Manager and promptly notify SANParks accordingly whenever such Key Account Manager takes leave or is not available for an extended period of time during any normal working day.

8.4 The Key Account Manager will have no authority to amend the Agreement and may only exercise the authority attributable to the Key Account Manager as set out or implied in this Agreement.

9 INTERNAL RULES

9.1 The Service Provider shall, in the performance of this Agreement, comply with and ensure that the Personnel comply with the Internal Rules and with all security related instructions issued by or on behalf of SANParks while such Personnel are at the Premises. The Service Provider must immediately replace any Personnel that fail or refuse to comply with SANParks' aforementioned Internal Rules.

- 9.2 The Service Provider acknowledges and accepts the right of SANParks and its personnel to search the Personnel and their baggage and motor vehicle at any time while such Personnel are at the Premises and the Service Provider hereby irrevocably agrees to ensure that its Personnel submit to and cooperate with such searches.
- 9.3 The Service Provider shall be liable for any damages caused by the Service Provider and/or its Personnel whilst at the Premises and whilst rendering Services and hereby indemnifies and holds SANParks harmless in that regard.
- 9.4 SANParks will screen all property brought onto the Premises by the Service Provider or the Personnel.
- 9.5 No photographic or electronic records or images of the interior and/or exterior of the Premises may be taken without the prior written consent of SANParks, unless provided otherwise in this Agreement, or otherwise required by law. If such consent is granted, all photographs and other images will be taken under the direct supervision of an authorised representative of SANParks.
- 9.6 The Internal Rules may be amended from time to time at SANParks' sole option and/or discretion, and such amendment will be communicated by SANParks to the Service Provider.
- 9.7 The Service Provider must furnish each member of its Personnel with the Internal Rules and explain same and ensure that its Personnel are aware of, co-operate with and accept the provisions in this clause 9 and the Service Provider shall be liable for any non-compliance by the Personnel and losses as a result thereof and hereby indemnifies and holds SANParks harmless in respect thereof.
- 10 SCOPE**
- 10.1 The scope and details of the Goods and any Services to be supplied by the Service Provider to SANParks are specified in the Bid Documents, Specifications and the Contract Schedule.
- 10.2 The Service Provider will supply the Goods and any Services, as and when so required by SANParks, so as to enable SANParks to have uninterrupted supply of the Goods and any Services, which must, in all material respects, conform to the requirements specified in the following: -
- 10.2.1 Bid Documents;
- 10.2.2 the provisions of this Agreement; and
- 10.2.3 Good Industry Practice.
- 10.3 Prior to supply of the Goods and any Services, SANParks may issue the Service Provider with a Purchase Order, the purpose of which shall solely be to order the Goods and any Services.
- 10.4 Supply and Delivery of the Goods and any Services
- 10.4.1 The Service Provider will supply and deliver the Goods and any Services, free of any Defects, to SANParks' duly authorised representatives, at the Premises, during Delivery Hours.
- 10.4.2 The Service Provider shall deliver the Goods and any Services within a period specified in the Contract Schedule.
- 10.4.3 The Service Provider shall immediately communicate to the relevant SANParks authorised representative if the requested Goods and/or any Services are not available or will take longer than the period specified in clause 10.4.2. SANParks reserves the right to procure from another supplier until the Service Provider can supply the Goods and/or any Services, provided that this shall not be interpreted to extend the duration of this Agreement and if Goods and/or any Services are supplied via a third party, the amount of Goods deliverable in terms of a Purchase Order may reduce accordingly at the election of SANParks.
- 10.4.4 The Service Provider will deliver the Goods and/or any Services as and when required by SANParks and the Goods shall be delivered, in the quantities required by SANParks in writing. The Premises will be specified on the Purchase Order.
- 10.4.5 The Parties agree that SANParks will not order, and the Service Provider will not accept any order for Goods and/or any Services after the Expiry Date. Should the Service Provider accept such order it will do so at its own risk and SANParks shall not be liable for any payment or expenses incurred by the Service Provider in respect of that order and the Service Provider hereby indemnifies and holds SANParks harmless in respect of any Losses SANParks

suffers as a result.

- 10.4.6 The Service Provider will provide to SANParks, not less than 2 (two) Business Days prior to delivery, written notice of delivery of the Goods and/or any Services and the Service Provider will be responsible for any costs associated with such delivery.
- 10.4.7 Upon delivery of the Goods and/or any Services, the Parties shall conduct a joint inspection of the Goods, whereafter the Service Provider will present a Delivery Note to SANParks' duly authorised representative for signing. SANParks will not pay for any Goods and/or Services where there is no Delivery Note.
- 10.4.8 All Goods shall be appropriately packaged so as to prevent damage to the Goods. All packaging shall become the property of SANParks upon delivery of the Goods and/or Equipment.
- 10.4.9 Should SANParks require any tests to be conducted to prove the quality of the Goods, the Service Provider shall promptly conduct such tests as may be reasonable to prove the quality level of the Goods, in accordance with the testing agreed to by the Parties in writing, at the Service Provider's sole expense.
- 10.4.10 The Parties agree that there is no specific and/or guaranteed quantity of Goods and/or Services required by SANParks from the Service Provider for the duration of the Contract Period, thus the Service Provider shall only supply and deliver as and when required by SANParks, the quantity of Goods and/or any Services specified in the Purchase Order. There is no minimum offtake.
- 10.4.11 In emergency cases, SANParks reserves the right to request the Service Provider to effect delivery at any given time including Saturdays, Sundays and public holidays. All Goods and/or any Services delivered under such circumstances must continue to meet the specific operational and safety requirements set out in the Specifications and Purchase Order.
- 10.4.12 The Service Provider must provide an emergency response within 24 hours.
- 10.4.13 Prior to rendering of any additional services outside this Agreement such as installing the Goods, the Parties shall ensure that all internal procurement processes are adhered to and complied with and consent is provided in writing by a duly authorised representative of SANParks prior to rendering the additional services.
- 10.4.14 Should the Service Provider render any additional services without complying with clause 10.4.13 above, it shall do so at its own risk and shall be held liable for any irregular expenditure associated therewith and hereby indemnifies and holds SANParks harmless in respect of any Losses SANParks suffers as a result.
- 10.4.15 The Service Provider will supply and deliver the Goods in terms of other terms and conditions as may be set out in the Contract Schedule.
- 10.4.16 The Service Provider shall not proceed with any supply or delivery of Goods without a duly signed Purchase Order from SANParks.

11 SANPARKS RESPONSIBILITY

- 11.1 SANParks shall give the Service Provider access to the Premises as well as SANParks' Equipment to the extent necessary during this Agreement, which access shall be solely for purposes of rendering the Services.
- 11.2 SANParks shall monitor the Services that it receives from the Service Provider.
- 11.3 SANParks shall provide notice of unsatisfactory performance to the attention of the Service Provider for improvement and the Service Provider shall submit to SANParks a remedial plan within 5 (five) days of receipt of such notice by the Service Provider.
- 11.4 SANParks shall review the reports submitted by the Service Provider in terms of this Agreement and shall provide feedback if SANParks deems it necessary.

12 SECRECY

The Services are provided on the understanding that all the Service Provider's and its Personnel's contact with SANParks Visitors and employees is confidential. The Service Provider shall not, and shall ensure that its Personnel do not, disclose to

any third party any information relating to SANParks Visitors and employees, unless such disclosure is with the prior written consent of SANParks and strictly in accordance with such consent, or is otherwise required by and in compliance with the Law.

13 RESPONSIBILITIES OF THE SERVICE PROVIDER

13.1 The Service Provider's responsibilities in respect of the Services are fully set out in the RFP and include but are not limited to those as described in the Contract Schedule.

13.2 The Service Provider will be responsible for timeously arranging for, and for the costs associated with, the repair of damage and/or necessary replacement to the Premises and/or SANParks property caused due to its and/or its Personnel's negligence and/or wilful default and hereby indemnifies and holds SANParks harmless in respect thereof.

13.3 The Service Provider shall be deemed to have inspected the Premises and SANParks property, to which it has access and/or use, and to be thoroughly acquainted with the conditions under which the Services are to be executed, and generally of all matters which influence the rendering of the Services and shall comply therewith in all respects.

13.4 In the event that the Service Provider is appointed as part of a panel of service providers, the Service Provider shall comply with the process set out in the Contract Schedule.

14 ACCEPTANCE OF SERVICES

14.1 The provisions of this clause 14 shall be subject to all other rights of SANParks in terms of this Agreement or otherwise under common law, in respect of a breach of this Agreement by the Service Provider. In the event of conflicting rights, the most favourable rights for SANParks shall prevail in the relevant circumstances.

14.2 If a date or time for delivery of any aspect of the Services is specified in this Agreement or Bid Documents, the Service Provider will deliver the Goods and/or Services on or before the specified date or time of delivery. It is recorded and agreed that time is of the essence in respect of the supply and delivery of the Goods and/or any Services.

14.3 All Goods and/or Services supplied and/or delivered by the Service Provider are subject to inspection by SANParks' duly authorised representatives and SANParks may, after delivery thereof and by written notification to the Service Provider and only within the Rejection Period, reject any Goods which do not comply with the Specifications or any other provisions contained in this Agreement.

14.4 Acceptance of the Goods and/or Services will be conducted in accordance with the following process:

14.4.1 the Service Provider will deliver the Goods and/or Services to SANParks who will sign off the Goods and/or Services, provided that the Goods and/or Services meet the quality standard expected from the Service Provider and comply with the provisions of clause 10;

14.4.2 where SANParks is of the view that the Goods and/or Services do not meet the quality standard as referred to in clause 14.4.1 and/or do not comply with clause 10, SANParks will issue a notice of rejection of the Goods and/or Services;

14.4.3 the notice of rejection will afford the Service Provider the opportunity of remedying or replacing the relevant Goods and/or Services at the Service Provider's cost and expense, within the period stipulated in the rejection notice;

14.4.4 in the event that SANParks refuses the Replacement Goods and/or Services or any part thereof within 5 (five) Business Days of receipt of such Replacement Goods and/or Services, SANParks will be entitled to:

14.4.4.1 require the Service Provider to provide alternatives until such time as the requisite Goods and/or Services are accepted by SANParks; and/or

14.4.4.2 receive a refund of any fees paid to the Service Provider for such rejected Goods and/or Services; and/or

14.4.4.3 appoint a third-party service provider to take over the supply of the relevant Goods and/or any Services from the Service Provider; and/or

14.4.4.4 claim any damages suffered by SANParks from the Service Provider.

14.5 The Service Provider hereby indemnifies and holds SANParks harmless in respect of any claims, losses, damages and costs it may suffer directly or indirectly due to poor performance of the Services and/or failure to deliver some or all of the Goods in good order or at all, as the case may be.

14.6 Failure to reject the Goods and/or Services within the Rejection Period will be deemed to be acceptance by SANParks of the Goods and/or Services.

14.7 All costs incurred by the Service Provider as a result of SANParks exercising its rights in terms of this clause, will be for the Service Provider's account.

14.8 Payment by SANParks under this Agreement will not be construed as acceptance by SANParks of any Goods and/or Services.

14.9 Before any rejected Goods and/or Services are released to the Service Provider, the Service Provider will provide SANParks with a credit note or a refund for the purchase price paid by SANParks (whichever is applicable), as well as for all costs incurred by SANParks in respect of such Goods and/or Services.

14.10 The issuing by SANParks of a rejection notice will not affect the Service Provider's liability for the payment of any penalties due to SANParks in terms of clause 20 below.

15 CONSIDERATION AND PAYMENT

15.1 SANParks will, in consideration for the Goods and Services duly supplied, pay the Service Provider the Contract Price in accordance with the Pricing Schedule.

15.2 In the event that the Contract Price is subject to annual price adjustments (as provided for in the RFP), the Service Provider shall in accordance with the period specified in the Contract Schedule, prior to each anniversary of the Commencement Date, submit to SANParks for consideration a proposed Pricing Schedule in the format similar to Annexure B for consideration and approval by SANParks.

15.3 All payments will be made by way of electronic funds transfer into the bank account nominated by the Service Provider the details of which are reflected in the central registry of suppliers that wish to supply goods and services to the government of RSA currently being central supplier database or any government supplier registration system in effect at the time of payment.

16 INVOICES AND PAYMENT DISPUTES

16.1 SANParks will not be liable for payment of invoices submitted by the Service Provider in respect of any fees, rates, expenses and/or prices that are not reflected in the Contract Schedule or Pricing Schedule, unless agreed to in writing by a duly authorised representative of SANParks.

16.2 Each invoice issued by the Service Provider must be accompanied by the relevant Delivery Notes and any other supporting documents and must specify in sufficient detail the applicable Purchase Order number, the Goods to which the invoice relates, the quantities delivered, the applicable unit prices, and the total amount payable in respect thereof.

16.3 SANParks will pay the invoice only if satisfied that the Services comply with clause 10. Undisputed invoices will be paid by SANParks within 30 (thirty) days after receipt of the invoices and supporting documents as provided in 16.2 and provided that the invoices are accurate and meet all relevant legislative and operational requirements. In the event that SANParks disputes any invoice, SANParks will do so by giving the Service Provider written notice of the nature of the dispute within a period not exceeding 14 (fourteen) days of receipt of the invoice.

16.4 The Parties shall endeavour to resolve the dispute as soon as possible but within 14 (fourteen) days from receipt of the dispute notice by the Service Provider failing which the dispute shall be dealt with in terms of clause 32.

16.5 SANParks may set off any amounts due to it in terms of the Agreement against any amounts payable by SANParks to the Service Provider.

16.6 The Service Provider indemnifies SANParks against any and all Losses arising from any breach of this Agreement, including but not limited to the submission of incorrect invoice/s, supporting documentation and bank details.

17 AUDITS

17.1 The Service Provider shall for the duration of this Agreement and for a period of 5 (five) years after the expiry or termination of this

	Agreement maintain complete and accurate records of and supporting documentation for the amounts invoiced to and payments made by SANParks and the Services rendered under this Agreement. The Service Provider must, maintain a complete audit trail, sufficient to permit a complete audit thereof.		
17.2	SANParks acting through its duly authorised representatives, including without any limitation, its external auditors or legal advisors, shall at its own costs and on reasonable notice to the Service Provider, be entitled to inspect during business hours and at the premises of the Service Provider or such other premises where the Services are rendered from, all books, records, and supporting documentation related to the rendering of the Services and to make copies of and take extracts from such books, records, and supporting documentation for audit purposes.	21.1.4	perform its obligations pursuant to this Agreement; its Personnel have been subjected to a credit and criminal vetting process and the relevant reports are favourable;
18	RISK AND OWNERSHIP	21.1.5	all Personnel have undergone the necessary occupational medical assessments and hold valid certificates of fitness to perform the Services allocated to them, where such assessments are required by applicable law or industry practice;
18.1	Ownership in and risk in the Goods or Replacement Goods supplied at the Premises will transfer from the Service Provider to SANParks upon signing acceptance in the Delivery Note by SANParks' authorised representative following inspection, subject to clause 18.2 and 18.3.	21.1.6	it has not committed an act of insolvency as contemplated in section 8 of the Insolvency Act 24 of 1936;
18.2	Despite the provisions of clause 18.1 the Service Provider shall bear full responsibility for replacing damaged Goods.	21.1.7	by fulfilling its obligations pursuant to the Agreement, it will not be in breach of or default under any other agreement to which it is a party or any obligation it otherwise owed to a third party;
18.3	Any Goods or Replacement Goods rejected by SANParks will be held and/or stored by SANParks at the risk of the Service Provider from date of communication by SANParks of its rejection of the Goods.	21.1.8	all information and documents given to SANParks by the Service Provider prior to Signature Date, was, at the time it was so given, and is, as at the Signature Date, true, accurate and complete; and
19	SERVICE LEVELS	21.1.9	the Service Provider is in no way compromising any rights or trust relationship between any other party and the Service Provider or creating a conflict of interest for the Service Provider or for SANParks.
19.1	The Service Provider's failure to meet agreed Service Levels may have a material and adverse impact on the operations of SANParks, which impact may result in SANParks suffering damages. Accordingly, in the event that the Service Provider fails to meet the prescribed Service Levels, then in addition to all other remedies available to SANParks in Law, SANParks may report the Service Provider to National Treasury and request that such Service Provider be placed on National Treasury's List of Restricted Suppliers.	21.2	The Service Provider further warrants and guarantees that any faults in the Goods and/or any Services discovered by SANParks, rendering them unsuitable for the purpose for which they were ordered, shall be corrected by the Service Provider at no charge to SANParks within a reasonable time and as quickly as possible, provided that the faults are not solely directly attributable to the actions of SANParks. This clause will apply, despite the fact that payment in respect of the Services may already have been effected by SANParks.
19.2	In the event that the Service Provider's failure to perform or to supply the Goods and/or any Services within any prescribed Service Levels is as a result of Force Majeure or is solely due to the acts or omissions directly attributable to SANParks, then the provisions of clause 19.1 and 20 shall not apply in that regard only.	21.3	The Service Provider undertakes in favour of SANParks at all times to:
20	PENALTIES	21.3.1	act in accordance with the lawful instructions of SANParks;
	Subject to GCC Clause 25, failure by the Service Provider to supply the Goods and/or any Services or the Replacement Goods within the period prescribed in clause 10, and/or failure to communicate to SANParks as required in terms of clause 10, and/or any supply of Goods and/or Services that does not meet, in full or in part, the standard applicable to the Goods and/or Services in the Purchase Order and in accordance with Good Industry Practices, shall entitle SANParks to, without prejudice to any other rights it may have under this Agreement and/or in Law, deduct from the Contract Price as a penalty, a sum calculated on the price of the relevant order at the rate as determined in the Contract Schedule, for each day of delay until actual delivery or performance. To the extent allowed by Law, SANParks may claim damages and/or this penalty. SANParks may also exercise its rights in accordance with clause 14 and/or the provisions for breach in this contract and/or pursuant to clause 23 of the GCC or as otherwise allowed by Law.	21.3.2	use its knowledge and skills to the best advantage of SANParks;
21	SERVICE PROVIDER WARRANTIES AND UNDERTAKINGS	21.3.3	not exceed the express or implied limits of the authority attendant to its appointment in terms of this Agreement;
21.1	The Service Provider warrants and represents to SANParks that:	21.3.4	not engage in activities which would detract from the proper performance of its duties in terms of this Agreement;
21.1.1	Its Personnel have the necessary expertise, skills, experience, resources, equipment and infrastructure to supply the Goods and/or Services in a professional manner and in accordance with Good Industry Practices;	21.3.5	comply with all applicable Laws in performing its obligations pursuant to this Agreement and shall indemnify SANParks its employees and other agents against all Losses incurred by SANParks as a result of the Service Provider's failure to comply with such Laws;
21.1.2	it is a member of all professional and other bodies as required in terms of the RFP and as may be required by applicable legislation and/or relevant industry regulations pertaining to its business and that such membership is current and valid and will be maintained for the duration of the Agreement;	21.3.6	not perform its responsibilities hereunder with actual knowledge that the manner in which such responsibilities are performed would cause SANParks to be in violation of any applicable Laws;
21.1.3	it holds, and will hold throughout this Agreement, all licences, certificates, permits, consents and authorities required to	21.3.7	be solely responsible for providing all superintendence, labour, materials, tools, equipment and all other things, whether of a temporary or permanent nature necessary for the provision of the Services;
		21.3.8	assume responsibility for the actions of its Personnel in performing the Services and be solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits and the like;
		21.3.9	when dealing with SANParks' property, take all reasonable care and precautions to safeguard such property against any loss and/or possible damage whatsoever;
		21.3.10	not do anything that may bring the good name of SANParks in disrepute. Any such act or omission occasioned by the Service Provider or its Personnel, acting in the course and scope of their employment with the Service Provider, will be deemed a breach of the Agreement;
		21.3.11	comply with SANParks' health, safety, security, environmental and other standards (whichever is applicable);
		21.3.12	co-operate and consult with other service providers of SANParks, should it be necessary for purposes of ensuring the rendering of the Services in a seamless manner;
		21.3.13	maintain complete and accurate records of all Personnel rendering Services, copies of their identity documents, and details of their appointment for the Services to be performed, and shall provide such records to SANParks upon request; and
		21.3.14	procure that all Personnel comply the provisions of the OHS

- Act while rendering the Services at the Premises, and will ensure the following health and safety requirements are adhered to while rendering Services at the Premises:
- 21.3.14.1 to the extent applicable, all Personnel will wear appropriate personal protective equipment at all times while rendering the Services at the Premises;
 - 21.3.14.2 no Personnel may be permitted to render Services at the Premises if such person is medically unfit to safely perform the work allocated to them;
 - 21.3.14.3 no Personnel will be permitted to access the Premises or render Services if that person is under the influence of any intoxicating substance; and
 - 21.3.14.4 Personnel granted access to the Premises may not cook food or sleep at the Premises, unless expressly authorised by SANParks in writing.
- 21.4 The Service Provider warrants in favour of SANParks in respect of the Goods and/or Services that:
- 21.4.1 the Goods and/or Services are of good quality in accordance with Good Industry Practice;
 - 21.4.2 the Goods and/or Services are fit for purpose;
 - 21.4.3 the Goods supplied are new, unused, of the most recent or current models available in the market and they incorporate all latest improvements in the design and materials unless provided otherwise in the Agreement;
 - 21.4.4 the Goods are manufactured in accordance the standards of the South African Bureau of Standards or a higher standard more protective of the rights and affording more protection for SANParks as a consumer;
 - 21.4.5 it will supply and deliver the Goods and/or Services in accordance with the relevant manufacturer's supplier's procedures and instructions, and as per the Specifications, where applicable and where there is a conflict between the two, the Specifications will prevail and be given effect to;
 - 21.4.6 unless specifically provided otherwise in the RFP, it gives to SANParks the same and/or more protective warranties in favour of SANParks in respect of the Goods and/or Services and any Replacement Goods and/or Services, which are in turn given to the Service Provider by the manufacturer or supplier of the Goods and/or Services concerned. To the extent permitted, the Service Provider will pass through such warranties so that the manufacturer and/or supplier concerned will be construed to have given the warranties directly to SANParks and will otherwise enforce the warranties against the manufacturer for the benefit of SANParks and in accordance with SANParks' instructions, at the Service Provider's cost. Any benefits received by or accruing to the Service Provider from the manufacturer will inure to the benefit of SANParks and the Service Provider must transfer and pay over any such benefits received to SANParks upon receipt. Any Replacement Goods will likewise be subject to the provisions of this clause.
 - 21.4.7 the Goods and/or Services are in good order and condition, have no defect and meet the requisite Good Industry Practices standards.
 - 21.4.8 It will as far as reasonably possible, maintain adequate levels of stock as may be necessary to ensure the uninterrupted supply, delivery and offloading of the Goods and/or Services, to SANParks;
 - 21.4.9 the Goods and/or Services are unencumbered and no person (other than SANParks) has any right, option, pre-emptive right or right of first refusal to purchase, lease, use or possess the Goods and/or Services, and no person (other than SANParks) has any claim or any other right or interest in and to the Goods and/or Services.
- 21.5 **Bilateral Warranties**
- 21.5.1 Each Party represents and warrants in favour of the other Party that:
 - 21.5.1.1 it has the legal capacity and, where applicable, it has taken all necessary corporate action required to empower and authorise such Party to enter into and implement this Agreement on the terms and conditions contained herein; and
 - 21.5.1.2 this Agreement constitutes an agreement valid and binding on such Party and enforceable against it in accordance with its terms.
- 21.6 A breach of any of the undertakings and/or warranties contained

in this clause will be deemed to be a material breach of the Agreement entitling SANParks to terminate the Agreement forthwith, provided that the Service Provider has failed to remedy such breach when called upon to do so in accordance with the provisions of clause 33.2 below, unless such breach is incapable of being remedied. A termination under this clause will be without prejudice to any of SANParks rights.

- 21.7 The warranties contained in this Agreement are in addition to any other express, implied and/or statutory warranties applicable to the Services.

22 **SERVICE PROVIDER PERSONNEL**

- 22.1 The Personnel to be utilised by the Service Provider in rendering the Services shall comprise of the personnel in name and/or credentials as set out in the Bid Response.
- 22.2 The Service Provider may not re-allocate or replace Key Personnel without SANParks' prior written consent, which consent will not be unreasonably withheld. When reallocating or replacing any Key Personnel, the Service Provider must ensure that any replacement must meet any and all criteria set out in the RFP and have substantially similar qualifications to the original appointment, and that the provision or continuity of the Services is not prejudiced in any way. On request and after consultation with the Service Provider, the Service Provider will immediately replace, at its own cost, any of the Personnel who are not performing the Services to SANParks' satisfaction.
- 22.3 The Service Provider shall perform a thorough background check on all Personnel involved in rendering the Services and shall not assign any Personnel to perform the Services if any information disclosed in such background check reveals a criminal conviction or otherwise indicates that such person, in any way, might not perform the Services in accordance with the standards applicable under this Agreement. Any other mandatory requirements with regard to Personnel who will render the Services, are as indicated in the Contract Schedule.
- 22.4 The Service Provider shall procure that its Personnel cooperate with the relevant law enforcement authorities that have authority and jurisdiction to act. Such cooperation shall include filing reports of incidents and calling in law enforcement officers for incidents or events requiring assistance from or intervention by a law enforcement officer.
- 22.5 The Service Provider shall be responsible for, and hereby indemnifies and hold SANParks harmless against, all such taxes or contributions, including penalties and interest, as well as for minimum wage, overtime or other requirements relative to the Personnel. The Personnel are the Service Provider's employees and the Service Provider shall be fully responsible for them and hereby indemnifies and holds SANParks harmless against any claims made by or on behalf of any such employee.
- 22.6 In hiring, retaining, compensating or disciplining Personnel the Service Provider shall conform with all applicable Laws and without limiting the generality of the foregoing, the Service Provider shall comply with the relevant labour laws of RSA.
- 22.7 The Service Provider shall be solely responsible for issuing instructions to, training and supervising its Personnel and to control the method or means by which they perform the Services.

23 **PURCHASE ORDERS**

- 23.1 SANParks shall order the Goods and/or Services by issuing a Purchase Order to the Service Provider. Each Purchase Order shall specify the type and quantity of Goods and/or Services required, the Premises for delivery thereof..
- 23.2 In the event of any conflict between a Purchase Order and this Agreement, the provisions of this Agreement shall prevail, unless the Parties have agreed otherwise in writing.
- 23.3 Where SANParks has issued a Purchase Order incorrectly, SANParks shall issue a corrective Purchase Order to the Service Provider as soon as reasonably practicable upon becoming aware of such error, which shall replace the defective Purchase Order.
- 23.4 The Service Provider shall not be obliged to deliver any Goods or Services unless and until a Purchase Order has been issued by SANParks in respect thereof.

24 **DATA PROTECTION AND PROCESSING OF PERSONAL INFORMATION**

- 24.1 The Service Provider acknowledges that in the provision of the

- Services it may be exposed to Data of SANParks, its employees and/or third parties.
- 24.2 The Parties specifically record that all Data provided by SANParks to the Service Provider or to which the Service Provider may be exposed shall constitute Confidential Information and, where applicable, intellectual property belonging to SANParks.
- 24.3 The Service Provider hereby warrants in favour of SANParks that it shall at all times strictly comply with all applicable legislation which may be in force from time to time and that it shall not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than with the express prior written consent of the relevant data subject, unless it processes same as an Operator of SANParks, in which event the provisions of Annexure C shall apply.
- 24.4 The Service Provider warrants that it shall immediately inform SANParks should any Data it has access to be compromised in any manner or form. The Service Provider further undertakes to also immediately inform SANParks as to how it will manage such compromise and what steps will be taken to rectify the situation to the satisfaction of SANParks.
- 24.5 The Service Provider hereby indemnifies and holds SANParks harmless against any Losses that SANParks may suffer due or relating to or arising from the Service Provider's and/or its Personnel's non-compliance with the provisions of the Agreement, applicable information law and regulations
- 24.6 The Service Provider's obligations under this clause will survive the termination of this Agreement for any reason.
- 25 REPORTING**
- 25.1 The Service Provider shall be required to submit regular written reports, in the manner and in the frequency detailed in the RFP and Contract Schedule.
- 25.2 The reports shall specify the details set out in the Contract Schedule and shall at a minimum specify:
- 25.2.1 a description of the Services which have been rendered during a specified period;
- 25.2.2 details of Goods and/or Services requested during a specified period;
- 25.2.3 accurate and up to date record of all Goods and/or Services supplied and delivered;
- 25.2.4 the progress made in respect of each Purchase Order for Goods and/or Services; and
- 25.2.5 such further information as SANParks may reasonably require in relation to the supply of Goods and/or Services, from time to time.
- 25.3 Without limiting the generality of the foregoing, the Service Provider will provide SANParks as soon as reasonably possible in the prevailing circumstances with details of:
- 25.3.1 any Defects and/or shortcomings and risks;
- 25.3.2 any events which may materially affect the satisfactory conditions of the Goods and/or Services; and
- 25.3.3 an action plan to effectively resolve the Defects, shortcomings and risks.
- 26 BROAD-BASED BLACK ECONOMIC EMPOWERMENT**
- 26.1 The Service Provider must remain B-BBEE compliant and maintain or improve the B-BBEE status level it had when the RFP was awarded.
- 26.2 The Service Provider undertakes to provide SANParks, for the duration of the Agreement, with a copy of its valid B-BBEE certificate and/or B-BBEE affidavit (if applicable to the Service Provider in terms of applicable regulations), within 3 (three) days following written request by duly authorised personnel at SANParks, or such other date as SANParks may stipulate from time to time.
- 26.3 Save in respect of any amendment to the B-BBEE Act or any other B-BBEE legislation, regulations, practice notes and Codes of Good Practice that may come into force after the date of the Bid Response which alters the requisite B-BBEE Credentials and/or B-BBEE Score, the Service Provider represents and warrants that its B-BBEE Credentials and/or B-BBEE Score:
- 26.3.1 are as set out in the Bid Response;
- 26.3.2 were measured using the B-BBEE legislation and, the B-BBEE Codes in force as at the date of the Bid Response;

- and
- 26.3.3 were certified by means of a Verification Certificate (as defined in the B-BBEE Codes) issued by a Verification Agency (as defined in the B-BBEE Codes) or in the case of a QSE or EME, by means of a sworn affidavit as permitted in Law, if applicable.
- 26.4 Should, following the date of the Bid Response, the B-BBEE Credentials and/or the B-BBEE Score of the Service Provider drop below the B-BBEE Credentials and/or the B-BBEE Score as set out in the Bid Response, then –
- 26.4.1 the Service Provider will in writing notify SANParks of such decrease in its B-BBEE Credentials and/or B-BBEE Score within 7 (seven) days of the Service Provider becoming aware of such decrease; and
- 26.4.2 SANParks may, upon written notice to the Service Provider, request that the Service Provider remedy such decrease in its B-BBEE Credentials and/or B-BBEE Score within a period of 90 (ninety) calendar days from the date of such notice, failing which SANParks may terminate this Agreement on written notice of termination delivered to the Service Provider or at any time thereafter if the Service Provider has not remedied the breach by the time of such termination.
- 27 INTELLECTUAL PROPERTY**
- 27.1 Each party will own its Existing Material. All right, title, and ownership to or of any Deliverables, save for any Intellectual Property of the Service Provider or its third party vendors embedded in any Deliverables, are the sole property of or will vest in SANParks and SANParks reserves all moral rights therein and to the extent that the Service Provider has any rights in the Deliverables, it hereby cedes same and waives all moral rights therein, in favour of SANParks.
- 27.2 Subject to clause 27.1 above, the Service Provider irrevocably:
- 27.2.1 cedes, assigns, or transfers to SANParks all the Service Provider's rights, title and interest in any copyright in all works that are or may become eligible for copyright arising directly or indirectly from or incidental to the Services;
- 27.2.2 cedes, assigns and transfers to SANParks all right, title and interest in and to all inventions (including methodologies and products) made within the course and scope of this Agreement;
- 27.2.3 grants to SANParks the exclusive right to alter and adapt the Deliverables;
- 27.2.4 assigns to SANParks the rights conferred upon the Service Provider as author by section 20(1) of the Copyright Act, 98 of 1978;
- 27.2.5 undertakes, to provide reasonable assistance, when requested by SANParks, to execute all instruments and to do all things as may be necessary to vest copyright and ownership of Deliverables in SANParks and if the Service Provider fails to comply with any request by SANParks within (7) seven days or such period as agreed to in writing between the Parties, the Service Provider irrevocably nominates, constitutes and appoints SANParks to be the Service Provider's agent, with power to sign all documents and do all other acts, matters and things as may be necessary to give due and proper effect to the terms of this clause. Any costs to be incurred in this regard will be for SANParks' account.
- 27.3 SANParks grants to the Service Provider a revocable, non-transferable and non-exclusive licence in respect of any Intellectual Property that may be needed to supply the services to SANParks.
- 27.4 The Service Provider may only duplicate (or reproduce in any manner or form) a Deliverable or make any adaptations or translations of a Deliverable with SANParks' prior written consent, which may be withheld.
- 27.5 Neither Party will obtain any rights in the Existing Material or Intellectual Property of the other Party that was not created in performing the Agreement or existed before the commencement of the Agreement, unless a licence is granted.
- 27.6 The Parties' respective logo and sub-logos, marks, and trade names are the Parties' respective trademarks, and no Person may use them without written permission. Any other trademark or trade name that may appear on the Parties' marketing material is the property of its respective owner.

- 27.7 All violations of proprietary rights may be prosecuted to the fullest extent permissible under applicable Law.
- 28 INTELLECTUAL PROPERTY INFRINGEMENT**
- 28.1 The Service Provider warrants that no aspect of the Services will infringe any patent, design, copyright, trade secret or other proprietary right of any third party. The Service Provider indemnifies and must defend SANParks against any claims made by any third party that the Services infringe its patent, design, copyright, or trade mark and must pay the amount of any resulting adverse final judgment (or settlement, which settlement the Parties will negotiate with the third party). The Service Provider must reimburse SANParks for all costs incurred by SANParks in connection with assisting the Service Provider with the defence of the action immediately on demand (including attorney's fees on an attorney and client basis). SANParks will notify the Service Provider of the claim in writing and the Parties will have sole control over the defence and/or settlement.
- 28.2 If any third party succeeds in its claim for the infringement of any Intellectual Property rights, the Service Provider must within 30 (thirty) calendar days of the infringing item having been found to so infringe:-
- 28.2.1 obtain for SANParks the right to continue using the infringing item or the parts that constitute the infringement; or
- 28.2.2 replace the infringing item or the parts that constitute the infringement with another product that does not infringe and that in all respects operates substantially in accordance with its specifications; or
- 28.2.3 alter the infringing item in a way as to render it non infringing while still in all respects operating substantially in accordance with its specifications; or
- 28.2.4 withdraw the infringing item and refund SANParks all fees paid by SANParks to the Service Provider for that portion of the relevant Services specifically with regard to the infringing item in the preceding 12 calendar month period.
- 28.3 This clause will survive termination of the Agreement.
- 29 LIMITATION OF LIABILITY**
- 29.1 To the extent permitted by applicable law, regardless of the form (whether in contract, delict or any other legal theory) in which any legal action may be brought, the Service Provider shall be liable for all Losses incurred by SANParks as a result of the Service Provider's failure to comply with the terms and conditions set out in this Agreement and/or as may be required by law.
- 29.2 Any limitation contained in this clause will not apply to (i) any breach by a Party of the other Party's proprietary or confidential information or intellectual property; (ii) a Party's indemnification obligations in terms of the Agreement; (iii) or damages arising from a party's gross negligence.
- 29.3 SANParks will not be liable for any loss or damage suffered by the Service Provider arising out of or in connection with any breach of the Agreement by the Service Provider or any act, misrepresentation, error or omission made by or on behalf of the Service Provider or the Personnel.
- 29.4 The Service Provider hereby further indemnifies and holds SANParks (and SANParks' personnel) harmless against any and all claims, losses damages and costs suffered by SANParks that are directly or indirectly and wholly or partly caused by the Service Provider and/or its Personnel.
- 29.5 This clause is separate and divisible from the rest of this Agreement and remains effective even if this Agreement ends or is invalid.
- 30 OCCUPATIONAL LAWS**
- 30.1 The Service Provider will at all times comply fully with all applicable labour legislation and occupational laws, which includes the Service Provider obtaining cover for all of their Personnel suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of the Agreement by the Service Provider. If the Service Provider is unsure:
- 30.1.1 which occupational laws (or any parts) apply; or
- 30.1.2 how to comply fully with all applicable occupational laws;
- 30.1.3 the Service Provider must notify SANParks immediately in writing.
- 30.2 Where context allows, the Agreement between SANParks (or employer as defined in the OHS Act) and the Service Provider

- (or mandatory as defined in the OHS Act) in this clause constitutes the agreement in writing referred to in section 37(2) of the OHS Act.
- 30.3 The Service Provider indemnifies SANParks and SANParks' employees and agents against all Losses due to or arising from or related to the Service Provider's (i) failure to effect and maintain a program of compliance with occupational laws and regulations; or (ii) breach of the OHS Act or any regulations thereto, where SANParks:
- 30.3.1 incurs any liability or fines as a result thereof; or
- 30.3.2 is required by Law to provide benefits to, or pay assessments in respect of, the Service Provider or the Personnel (or their heirs or legal representatives) as a result thereof.
- 30.4 Neither SANParks nor its employees or agents shall be responsible for any loss, damage, injury or death, howsoever caused, to the Service Provider or to its Personnel and the Service Provider hereby indemnifies SANParks and its employees and agents and holds SANParks and its employees and agents harmless against all Losses which the Service Provider and its Personnel may, at any time, sustain or incur arising out of its access to and the Services performed at the Premises.
- 31 INDEMNITY AND INSURANCE**
- 31.1 With effect from the Commencement Date and subject to clause 29 the Service Provider irrevocably indemnifies, holds and undertakes to hold SANParks harmless against all Losses suffered by SANParks out of or, in the widest sense in connection with the entering into by SANParks of this Agreement.
- 31.2 Subject to the provisions of this Agreement, the Service Provider hereby indemnifies and holds SANParks, its servants and agents harmless against all losses suffered as a result of:
- 31.2.1 a breach of any of the Service Provider's warranties; and
- 31.2.2 any breach of the provisions of this Agreement by the Service Provider or by the Personnel, whether such breach occurs before or after the Loss suffered by SANParks.
- 31.3 The Service Provider hereby warrants that it possesses, as at the Commencement Date and shall maintain throughout the term of this Agreement, valid and sufficient insurance against any liability that it may incur in terms of this Agreement or as may be specified in the RFP.
- 31.4 The Service Provider shall, upon demand by SANParks, be obliged to furnish proof of such insurance to SANParks, and, if reasonably directed to do so, shall increase such insurance in accordance with SANParks' instructions.
- 32 DISPUTE RESOLUTION**
- 32.1 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction any dispute arising from or in connection with this Agreement, its validity, the Parties' rights and/or obligations hereunder or its termination shall in the first instance be referred to the respective senior representatives of the Parties, who are responsible for them, who shall use their reasonable endeavours to settle the dispute as expeditiously as is practically possible.
- 32.2 If the dispute cannot be settled as provided for in clause 32.1 within fourteen (14) Business Days or within such period as agreed upon by the Parties in writing the dispute will finally be resolved by arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa (the "Foundation") or its successor, by an arbitrator or arbitrators appointed by the Foundation and anyone of the Parties may refer the matter for such.
- 32.3 Except as otherwise expressly permitted in terms of this Agreement, neither Party shall be entitled to withhold performance of any of its obligations in terms of this Agreement pending the settlement of, or decision in, any dispute arising between the Parties. Each Party shall, in such circumstances, continue to comply with its obligations in terms of this Agreement.
- 32.4 The provisions of this clause -
- 32.4.1 constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw such consent or claim at any such proceedings that it is not bound by such provisions; and

32.4.2 constitute a separate agreement, severable from the rest of this Agreement and shall remain in effect despite determination of or invalidity for any reason of this Agreement.

33 BREACH AND TERMINATION

33.1 This clause exists in addition to other rights and remedies in this Agreement, and s23 and s26 of the GCC and does not replace them. The provisions that are more favourable to SANParks in the particular circumstances, will be given full effect to the extent of any inconsistency.

33.2 if a Party ("Defaulting Party"):

33.2.1 does not fix any breach of this Agreement (or an order) within the time stipulated in this Agreement (or the relevant order) as agreed by the Parties, or where no such time is stipulated, within 5 (five) Business Days of receiving written notice from the other Party to do so;

33.2.2 breaches this Agreement materially twice or more in any 6-month period;

33.2.3 is insolvent (bankrupt) as set out in the Insolvency Act 24 of 1936;

33.2.4 has some legal disability, including but not limited to being placed in liquidation whether provisionally or finally or is placed under judicial management;

33.2.5 takes steps to deregister itself (close down) or is deregistered;

33.2.6 makes any settlement or arrangement with its creditors; or

33.2.7 fails to pay a court order against it (does not satisfy a writ of execution) for more than one million rand, within 21 days;

33.3 then the other Party ("Aggrieved Party") may, without prejudice to any of its rights:

33.3.1 claim specific performance of this Agreement; or

33.3.2 immediately cancel this Agreement in writing; and

33.3.3 claim Losses from the Defaulting Party, including any claim for any fees already due, where applicable.

33.4 Despite any other breach provisions and notice periods contained in this Agreement, SANParks may, at its absolute and sole discretion, terminate the Agreement, upon at least 60 (sixty) days' prior written notice to the Service Provider. In the event of such termination, SANParks shall make payment to the Service Provider for all Services performed up to the date of such termination.

33.5 The Parties may terminate this agreement by mutual agreement between the Parties.

33.6 SANParks may terminate this Agreement summarily at any time after the period to remedy the breach has expired, if the Service Provider has failed to remedy the defect in the opinion of SANParks, acting reasonably, by giving written notice to the Service Provider.

33.7 This clause is separate and divisible from the rest of this Agreement and remains effective even if this Agreement ends or is invalid.

34 EFFECTS OF TERMINATION

34.1 On termination, cancellation, or expiry of this Agreement:

34.1.1 the Service Provider must stop providing the Services; and

34.1.2 each Party must deliver to the other Party, or at the other Party's option destroy (and procure the delivery or destruction by third party contractors of) all originals and copies of Confidential Information and proprietary materials in its or their possession or under its or their control.

34.2 The Service Provider acknowledges and confirms that no expectation has been created by anyone, by the Agreement or any other agreement, entitling the Service Provider or the Personnel to expect:-

34.2.1 continued service for any period whether definite or indefinite;

34.2.2 the renewal or extension of the term of any agreement; or

34.2.3 the conclusion of any further agreements with SANParks.

34.3 If any expiry or termination of the Agreement, for any reason, is regarded as a "dismissal" in Law the Service Provider and Personnel will not be entitled to the payment of any remuneration or compensation of any nature, including redundancy or other compensatory payments.

34.4 The termination, cancellation, or expiry of this Agreement will not affect the enforceability of the terms that are intended to operate

after expiry or termination.

35 SALE, ACQUISITION, MERGER OR CHANGE OF CONTROL

35.1 The Service Provider must notify SANParks in writing within 5 (five) Business Days of becoming aware of a Change Event.

35.2 SANParks may within 1 (one) month of such notification, or within 1 (one) month of otherwise becoming aware of the Change Event, as the case may be, opt to terminate this Agreement by giving the Service Provider written notice designating a date upon which such termination will become effective.

35.3 No Change Event will be effective against and legally binding on SANParks, where the prior written consent of SANParks was not obtained. If a Change Event occurs and the Service Provider fails to inform or procure written consent from SANParks, then the Service Provider will be deemed to have breached a material term of this Agreement and SANParks will be entitled to cancel the Agreement without any prior notice to the Service Provider, despite anything to the contrary in this Agreement.

35.4 This clause will not be applicable in the event of any change of control of the Service Provider or any of its divisions or subsidiaries whether through the sale of assets, shares, business or otherwise, as a result of any internal corporate restructuring of the Service Provider.

36 CORRUPT GIFTS AND FRAUD

36.1 The Service Provider warrants that in entering into this Agreement and for the duration of this Agreement it has not committed any and will not commit any Corrupt Act. Any breach of this warranty shall entitle SANParks to terminate this Agreement immediately on written notice to the Service Provider.

36.2 "Corrupt Act" means: -

36.2.1 offering, giving or agreeing to give to SANParks or any other organ of state or to any person employed by or on behalf of SANParks or any other organ of state any gift or consideration of any kind as an inducement or reward:

36.2.1.1 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with SANParks or any other organ of state; or

36.2.1.2 for showing or not showing favour or disfavour to any Person in relation to this Agreement or any other contract with SANParks or any other organ of state.

36.2.2 entering into this Agreement or any other contract with SANParks or any other organ of state in connection with which commission has been paid or has been agreed to be paid by the Service Provider or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment of such commission have been disclosed in writing to SANParks;

36.2.3 committing any offence:

36.2.3.1 under any Law from time to time dealing with bribery, corruption or extortion;

36.2.3.2 under any Law creating offences in respect of fraudulent acts; or

36.2.3.3 at common law, in respect of fraudulent acts in relation to this Agreement or any other contract with SANParks or any other public or private entity; or

36.2.3.4 defrauding or attempting to defraud or conspiring to defraud SANParks or any other public or private entity.

36.3 If the results of any audit of the Services conducted by or on behalf of SANParks indicate the possibility of Corrupt Act, SANParks will, after allowing the Service Provider reasonable opportunity to investigate that possibility, have the right either by itself, or by its agents, or by requesting the police, to investigate all the relevant circumstances, to question any relevant Personnel or a third party and the Service Provider will use all reasonable efforts to facilitate any such investigation or enquiry.

36.4 The Service Provider shall reimburse SANParks with all costs incurred by SANParks in exercising any of its rights in terms of this clause 36 (including, without limitation, any relevant increased administrative expenses and attorney and own client costs, where applicable).

36.5 The rights of SANParks (to terminate or otherwise) under this clause are in addition (and without prejudice) to any other right which SANParks may have in Law to claim the amount of loss or damages suffered by SANParks on account of the acts or

- omissions of the Service Provider (or to take any action other than termination of this Agreement).
- 37 CESSION, ASSIGNMENT AND SUB-CONTRACTING**
- 37.1 The Service Provider will not cede any of its rights or delegate or sub-contract any part of its obligations in terms of this Agreement without SANParks' prior written consent, which may be withheld at SANParks' sole discretion.
- 37.2 Approval given in terms of clause 37.1 will not relieve the Service Provider of any responsibility, duty or obligation imposed upon it in terms of this Agreement, or by SANParks. The Service Provider will be and remain solely liable and responsible for the supply of the Goods and/or rendering of the Services, all acts, omissions, negligence or breaches of the Agreement on the part of the subcontractor or any of its Personnel, and for all acts, omissions or negligence of any subcontractor or any of its Personnel.
- 37.3 SANParks may at its sole and absolute discretion pay any subcontractor who executed any portion of the Service Provider's obligations directly and the amount paid to any such subcontractor by SANParks will be deducted from any amount due by SANParks to the Service Provider in terms of this Agreement.
- 38 DISENGAGEMENT ASSISTANCE**
- 38.1 The Service Provider agrees that, notwithstanding the termination of this Agreement for any reason whatsoever the Service Provider will, if so, required by SANParks, assist SANParks with the seamless transition of the supply of Goods and/or Services to an incoming service provider at no cost to SANParks.
- 38.2 To this extent and without any derogation to any claims sounding in money, which either Party may have or allege against the other Party, the Service Provider shall not be entitled to withhold any information, files, records or reports, or any assistance as required that will be crucial to effect the immediate and seamless transition of the Services. The Service Provider will for a period of 30 (thirty) days from the date of termination specifically:
- 38.2.1 make the Personnel available to provide assistance, advice and guidance to the new service provider or SANParks (or SANParks' customer) as the case may be; or
- 38.2.2 ensure that all files and records are complete, up to date and adhere to professional quality standards, failing which SANParks reserves the right to demand that the Service Provider brings the files, records and/or reports up to standard.
- 39 FORCE MAJEURE**
- 39.1 No Party will be responsible for any breach of this Agreement / failure to perform its obligations caused by circumstances beyond its control insofar as it is able to prove that:
- 39.1.1 such failure was due to an impediment beyond its reasonable control;
- 39.1.2 it could not reasonably have been expected to have taken such impediment and its effects upon such Party's ability to perform into account at the time of conclusion of this Agreement; and
- 39.1.3 it could not reasonably have avoided or overcome the impediment or at least its effects.
- 39.2 If there is an event of Force *Majeure*, the Party affected will tell the other immediately of:
- 39.2.1 the cause, nature and extent of the circumstances;
- 39.2.2 the expected duration of the circumstances; and
- 39.2.3 the extent to which its performance will be affected;
- and they will meet within 7 days to negotiate other ways to carry out any affected responsibilities under this Agreement. The Parties will continue to comply with the responsibilities that are not affected by the circumstances.
- 39.3 If a Party cannot fulfil a material (significant) part of its responsibilities under this Agreement for more than 30 days because of Force *Majeure*, the other Party may cancel this Agreement without liability to the affected Party, on 7 days' written notice.
- 40 ADDRESSES AND NOTICES**
- 40.1 Notices
- 40.1.1 Any notice, consent, approval or other communication in

- connection with this Agreement ("Notice") will be in writing in English.
- 40.1.2 Each Party chooses the physical address, fax number and/or email address corresponding to its name as set out in the Contract Schedule as the address to which any Notice must be sent.
- 40.1.3 Any Party may by Notice to the other Party change its address and/or the person, if any, for whose attention any Notice must be marked in the Contract Schedule.
- 40.2 Any Notice takes effect when received by the recipient (or on any later date specified in the Notice) and, unless the contrary is proved, is deemed to be received: -
- 40.2.1 on the day of delivery, if delivered by hand to a responsible person at the recipient's physical address in 40.1.2 the Contract Schedule If delivery is not on a Business Day, or is after ordinary business hours on a Business Day, the Notice is deemed to be received on the Business Day after the date of delivery;
- 40.2.2 on the first Business Day after the date of transmission, if sent by email to the recipient's email address in 40.1.2 the Contract Schedule
- 40.3 Despite anything to the contrary in this Agreement, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to its address in 40.1.2 the Contract Schedule.
- 40.4 Service of legal process
- 40.4.1 Each Party chooses its physical address referred to in the Contract Schedule as its address at which legal process and other documents in legal proceedings in connection with this Agreement may be served (*domicilium citandi et executandi*) addressed for the attention of the person referred to therein.
- 40.4.2 Any Party may by Notice to other Party change its address at which legal process and other documents in legal proceedings in connection with this Agreement may be served to another physical address in South Africa.
- 40.5 E-mailed notices of intended legal proceedings as contemplated in the Institution of Legal Proceedings Against Certain Organs of State Act 40 of 2002 will remain subject to section 4(2) of this Act.
- 41 SANPARKS' SUBCONTRACTORS**
- 41.1 Where the Service Provider is required to liaise with third parties for purposes of this Agreement, the following provisions will apply:
- 41.1.1 when deemed necessary, SANParks shall notify the Service Provider of the applicable terms and conditions of the Third-Party Agreement insofar as they relate to or have an impact on the Service Provider's obligations.
- 41.1.2 where the Service Provider is reliant on such third party for the delivering Goods and/or of any aspect of the Services, and after reasonable Service Provider steps the third party does not provide the assistance as is reasonably required by the Service Provider, this will be escalated by Service Provider to SANParks for an intervention. For the duration and limited to the impact, such third-party failure shall entitle the Service Provider to excused performance; and
- 41.1.3 the Service Provider shall have no authority to relieve others appointed by SANParks to undertake services of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by SANParks in response to an application by the Service Provider in writing to do so.
- 41.2 SANParks shall be responsible for obtaining and maintaining all necessary licenses, consents or authorities under the Third Party Agreements (including, without limitation, any consents or licenses required to enable the Service Provider to fulfil its obligations in terms of the Agreement) and shall be liable for all fees and other charges payable to any third party pursuant to the Third Party Agreement.
- 42 PARTIES' REPRESENTATIVES**
- 42.1 In order to ensure that: -
- 42.1.1 a successful working relationship is maintained between the Parties;
- 42.1.2 any relevant queries, complaints, instructions and/or directions in relation to the rendering of the Services can be effectively and timeously dealt with; and

42.1.3 the Parties have an effective channel for the communication of day-to-day operational matters. The Service Provider designates the Key Account Manager and SANParks designates the relationship manager referred to in the Contract Schedule.

42.2 SANParks may, on 14 (fourteen) days written notice to the Service Provider, change its designated representative.

43 NON-SOLICITATION

43.1 Either Party shall not during the term of this Agreement and of any extension of it and for a period of twelve (12) months after expiry or termination of this Agreement for any reason whatsoever, either for itself or on behalf of anyone else, except with the prior written approval of the other Party, directly or indirectly persuade, induce, solicit, encourage or procure any employee of the other Party when this Agreement terminates to:

43.1.1 become employed by or interested in any manner whatsoever in anyone other than its current employer, nor shall either Party employ any such person in that period on either a full-time or part-time basis in any capacity whatsoever or engage the services of any such person as an independent contractor on either a full-time or part-time basis in that period; or

43.1.2 terminate his or her employment with its current employer.

43.2 If any Party breaches this clause, it shall pay to the aggrieved Party an amount equal to one (1) year's salary for any solicited employee of the aggrieved Party, as liquidated damages and not as a penalty. The amount of the annual salary shall be the total annual 'cost to company' in effect at the date the employee was solicited.

44 GENERAL

44.1 **Whole Agreement:** This Agreement constitutes the sole record of the Agreement between the Parties in relation to the subject matter hereof. Neither Party will be bound by any representation, warranty, promise nor the like not recorded herein. This Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.

44.2 **Waiver:** No indulgence granted by a Party will constitute a waiver of any of that Party's rights under the Agreement; accordingly, that Party will not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

44.3 **Legal Costs:** The Service Provider will pay all legal costs, as between attorney and own client, incurred by SANParks as a result of any breach of the Agreement by the Service Provider.

Each Party will pay its own costs in connection with the negotiation and finalisation of the Agreement.

44.4 **Governing Law:** The Agreement will be governed by the laws of the RSA and the Parties submit to the jurisdiction of the RSA courts.

44.5 **Non-Variation:** Unless otherwise provided for in this Agreement, no addition to, variation, novation or agreed cancellation of any provision of the Agreement will be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.

44.6 **Severability:** Each provision of the Agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this Agreement, severable from the other provisions of this Agreement. Any provision of this Agreement which is, or becomes invalid, unenforceable or unlawful in any jurisdiction will, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the other provisions of the Agreement, which will remain of full force and effect.

44.7 **Consent:** Where agreement, approval, acceptance, consent, or similar action by either Party is required under this Agreement such action will not be unreasonably delayed or withheld, except where expressly provided as being in the sole discretion of a Party. An approval, acceptance, consent or similar action by a Party under this Agreement will not relieve the other Party from the responsibility of complying with the requirements of this Agreement, nor will it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise

expressly provided in such approval, acceptance or consent.

44.8

Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same Agreement as at the date of the Party last signing one of the counterparts. The Parties undertake to take whatever steps may be necessary to ensure that each counterpart is duly signed by each of them without delay.

ANNEXURE C
POPIA COMPLIANCE REQUIREMENT

1. DEFINITIONS

1.1 Unless the context indicates a contrary meaning:

1.1.1 **"Data Subject (s)"** means the person to whom Personal Information relates, including the Service Provider, SANParks, and SANParks' employees who are the recipients of the Services;

1.1.2 **"Laws"** means those laws which apply to the Services;

1.1.3 **"Operator"** means any party who processes Personal Information for a Responsible Party;

1.1.4 **"Personal Information"** means:

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal or employment history of the person;
- (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- (d) the biometric information of the person;
- (e) the personal opinions, views or preferences of the person;
- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person, including Special Personal Information;

1.1.5 **"process or processing"** means any operation or activity or any set of operations, whether or not by automatic means, performed by the Responsible Party or Operators including where applicable the Service Provider, SANParks and any other Operator under the control of SANParks or the Service Provider and concerning a Data Subject's Personal Information, including—

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

1.1.6 **"POPIA"** means the Protection of Personal Information Act, 4 of 2013;

1.1.7 **"record"** means any recorded information

- (a) regardless of form or medium, including any of the following:
 - (i) writing on any material;
 - (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
 - (iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
 - (iv) book, map, plan, graph or drawing;
 - (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;

- (b) in the possession or under the control of a Responsible Party;
- (c) whether or not it was created by a Responsible Party; and
- (d) regardless of when it came into existence;

- 1.1.8 **“Responsible Party”** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information, including where applicable the Service Provider or SANParks;
- 1.1.9 **“Services”** means the Services provided by the Service Provider to SANParks and SANParks’ employees under and in terms of the Agreement;
- 1.1.10 **“Special Personal Information”** means
 - (a) the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a Data Subject; or
 - (b) the criminal behaviour of a Data Subject to the extent that such information relates to—
 - (i) the alleged commission by a Data Subject of any offence; or
 - (ii) any proceedings in respect of any offence allegedly committed by a Data Subject or the disposal of such proceedings.

2. INTRODUCTION

- 2.1 POPIA is a data protection privacy law applicable in South Africa, which seeks to manage and protect a person’s Personal Information against abuse and misuse by another.
- 2.2 SANParks has concluded the primary agreement (“**Agreement**”) in South Africa with the Service Provider, in terms of which the Service Provider will provide to SANParks’ employees the Services.
- 2.3 In order to provide the Services, the Service Provider, SANParks, and certain Operators will have to process Personal Information belonging to each other and to the Data Subjects who are the recipients of the Service, namely SANParks employees
- 2.4 In accordance with the Laws, read together with the provisions of POPIA, the Service Provider, SANParks and where applicable any Operators have a legal duty to handle the Data Subject’s Personal Information in a specific manner, which duties will be determined by the service types making up the Services and the type of processing which is carried out by SANParks, the Service Provider and the Operators.
- 2.5 Following the above, the Parties are desirous of setting out their respective rights and duties in relation to the Personal Information which is to be processed under and in terms of the Agreement, which rights and duties are set out below.

3. RESPONSIBLE PARTY

- 3.1 In order to provide the Services, the Service Provider may or will have to, as and when required, process Personal Information pertaining to the Data Subjects, in its capacity as a Responsible Party, which processing will be done as per the provisions set out under POPIA.
- 3.2 In accordance with the various Laws, read together with the provisions of POPIA, the Service Provider is under a duty to keep the Personal Information which it receives from the Data Subjects private and confidential, and not to disclose same to any other party save under the following circumstances:-
 - 3.2.1 where the Service Provider has obtained the consent from Data Subject to disclose his or her Personal Information to SANParks or any other party;
 - 3.2.2 where by virtue of the various Laws, the Service Provider has a legal duty to pass the Personal Information onwards to another party;

- 3.2.3 where the passing on of such Personal Information is done in order to protect a legitimate interest of the Data Subject;
- 3.2.4 where the Service Provider is under a contractual duty to provide reports to SANParks, such information will be passed on to SANParks in a de-identified manner unless SANParks requires identifiable information, as the context requires.

4. OPERATOR

- 4.1 In order to provide the Services, the Service Provider may have to, as and when required, process Personal Information pertaining to Data Subjects on behalf of the SANParks, which Services will be provided by the Service Provider in its capacity as an Operator and not as a Responsible Party and in such capacity warrants and undertakes:
 - 4.1.1 that it will in such capacity comply with the specific obligations in relation to any Personal Information which it may process on behalf of the SANParks as set out under POPIA as well as any reasonable directions and instructions which SANParks may direct from time to time;
 - 4.1.2 that it will only use and / or process the Personal Information for the purpose of the Services and for no other purpose;
 - 4.1.3 that it will keep all the Personal Information strictly confidential and not disclose the Personal Information to any other person unless required by law and only once it has provided SANParks and the Data Subject with adequate warning of this requirement to disclose and the related details thereof, including the identity of the person who is to receive the Personal Information, the reason for the disclosure and confirmation that the person to whom the Personal Information is to be disclosed has undertaken to process such Personal Information in accordance with the provisions of POPIA;
 - 4.1.4 that it will have in place appropriate reasonable technical and organisational measures to protect and safeguard the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which in addition, provides a level of security appropriate to the risk represented by the processing and the nature of the Personal Information to be protected and which safeguards comply with the requirements set out under POPIA;
 - 4.1.5 that it will notify the SANParks immediately where it has reasonable grounds to believe that the Personal Information, which has been processed by it, has been lost, destroyed, or accessed or acquired by any unauthorised person. In such event, the Service Provider will (i) comply with all instructions and directions given by SANParks, (ii) take steps to minimise the impact of the security compromise on SANParks and affected Data Subjects, (iii) provide all information requested by SANParks, and (iv) cooperate fully with SANParks in relation to any notifications and investigations which SANParks may request assistance with;
 - 4.1.6 that it will process the Personal Information strictly in accordance with the Agreement and this Annexure C, POPIA and the POPIA processing conditions;
 - 4.1.7 that it will not sell, alienate or otherwise part with the Personal Information or any of the records housing the Personal Information;
 - 4.1.8 that it shall not transfer to a third party, the Personal Information or allow the processing of the Personal Information by a third-party, including a third-party Operator, without the written consent of SANParks;
 - 4.1.9 that it shall not transfer or process the Personal Information outside of South Africa without the prior written consent of SANParks; and
 - 4.1.10 that it will ensure that any person acting under its authority, including any employee or third party Operator, shall be obligated to process the Personal Information only on instructions from it or SANParks and strictly in accordance with this Annexure C, POPIA and the POPIA processing conditions.
- 4.2 The obligations in this Annexure also apply to and extend to any Personal Information disclosed to or received by the Service Provider prior to the signature date of this Annexure.
- 4.3 The Service Provider warrants that it has the legal authority to give the above-mentioned warranties and fulfil the undertakings set out hereunder.
- 4.4 SANParks, in order to ascertain compliance with the warranties and undertakings housed hereunder, will have the right, on reasonable notice and during regular business hours to view and or audit, either by itself or through an independent agent, the

Service Provider's facilities, files, and any other data processing documentation needed for the required review, audit and/or independent or impartial inspection.

- 4.5 The Service Provider indemnifies and holds SANParks harmless against any loss, damage, action or claim which may be brought by whomsoever against SANParks or any of its directors or employees in consequence of the Service Provider or its employees, Operators or any agents breaching any of the warranties and undertakings housed under this clause 4.5 and which breach pertains to the Personal Information, which the Service Provider or its Operators have received or have been mandated to process in its capacity as Operator terms of this Annexure C.
- 4.6 In the event of the Service Provider, its employees, its Operators or agents breaching any of the warranties and undertakings housed under this clause or breaching any of the provisions of POPIA and / or the POPIA Personal Information conditions, and which breach pertains to the Personal Information which it has received from SANParks or the Data Subjects and which it has been mandated to process in terms of this Annexure, in its capacity as Operator, then in such an event, the Service Provider shall be liable for all and any damages which it may have caused in consequence of said breach, including patrimonial, non patrimonial and punitive damages actually suffered by SANParks and / or SANParks employee or family member in consequence of said breach.
- 4.7 At the request of SANParks, the Service Provider will provide SANParks with evidence of financial resources sufficient to fulfil its responsibilities set out under this clause, which may include insurance coverage.

5. DATA PROTECTION AND THE DUTIES OF THE CONTRACTING PARTIES

- 5.1 The Service Provider and SANParks will collect and process each other's Personal Information for the purposes of the Agreement
- 5.2 Each Party agrees and accepts that they shall process the other Party's Personal Information in their respective capacities as a Responsible Party, which processing shall be done in order to pursue and fulfil the objectives and purposes of the Agreement
- 5.3 Each Party in their respective roles as Responsible Party will process the other's Personal Information in accordance with the provisions of POPIA.
- 5.4 Each Party, in so far as each other's Personal Information is concerned agrees:
 - 5.4.1 to take appropriate, reasonable technical and organisational security measures to protect each other's Personal Information from (i) unauthorized or accidental destruction; (ii) theft, forgery, loss, or unlawful use; (iii) technical faults; (iv) unauthorized alteration, copying access; or (v) any other unauthorized Processing;
 - 5.4.2 to immediately notify the other of any data security breach upon its discovery and promptly make available to the other details of the data security breach;
 - 5.4.3 to reasonably cooperate with each other in order to remediate such data security breach and prevent any recurrence.
- 5.5 On termination of the Agreement, each Party in so far as each other's Personal Information is concerned agrees, subject to the relevant legislation, to destroy or purge any documents, materials, or media that may contain Personal Information pertaining to the other and shall on request provide the other Party with a written and signed certification confirming the destruction.

6. TERMINATION

- 6.1 In the event of the Agreement being terminated whenever and for whatsoever reason, then in such an event:
 - 6.1.1 the Service Provider undertakes, where it processes the Data Subject's Personal Information as Operator:
 - (a) to restore and / or transfer back to SANParks all and any Personal Information pertaining to SANParks employees within a period of 30 (thirty) days from date of termination of the Agreement;

- (b) to confirm in writing simultaneously when a transfer takes place, that all such Personal Information, notwithstanding the return of same to the Service Provider, will be kept confidential and that it will not under any circumstances use the aforementioned information for whatsoever reason.
- 6.2 The Parties respective obligations to maintain confidentiality, privacy and security over Personal Information received pursuant to the Agreement shall survive the termination or expiration of the Agreement.
- 6.3 Without limitation of any provision contained in the Agreement, the Parties shall not use or disclose any Personal Information that such Party creates, receives, maintains, or transmits as a result of entering into or performing the Agreement, other than as expressly permitted or required by the Agreement or under POPIA.
- 6.4 Any breach by the Service Provider of its obligations set out in this Annexure shall be deemed to be a material breach of this Annexure and every other agreement concluded between the Service Provider and SANParks and shall entitle, but not oblige, SANParks to immediately terminate the Agreement and any other agreement concluded between the parties on written notice to the Service Provider.