



**Invitation to Bid for the Appointment of a Service Provider**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SECURITY GUARD SERVICES AT AUGRABIES FALLS NATIONAL PARK FOR A PERIOD OF THREE (03) YEARS**

Bid Number:	GNP-022-25
Advert Date	<b>Friday, 27 March 2026</b>
Issuer	South African National Parks
Closing Date and Time	<b>Thursday, 23 April 2026; 11:00 am</b>
<b>Compulsory Clarification Meeting</b>	<b>Date: Thursday, 09 April 2026</b> <b>Time: 11:00 am</b> <b>No Bidders will be allowed into the meeting after 11:15 am</b> <b>Venue: Augrabies Falls National Park</b> <b>Road 359,</b> <b>Augrabies, 8874</b> <b>Northern Cape</b> <b>Conference Room, Augrabies Falls National Park</b>

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

The bid box is open daily 07:00 – 16:00, 7 days a week at the below delivery address.

**AUGRABIES FALLS NATIONAL PARK**

**ROAD 359, AUGRABIES, 8874**  
**(ADMIN BUILDING – TENDER BOX)**

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

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

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**Table 1: Document Checklist and Returnable**

Description of requirement	Bidder to tick Yes if the document is submitted	Reference where the document is in the submission
<b>LEGISLATIVE, MANDATORY AND OTHER BID DOCUMENTS</b>		
Invitation to Bid (SBD 1) must be fully completed and signed.		
Submission of fully completed Pricing Schedule (SBD 3.1)		
Submission of fully completed SBD 4 (Bidder's disclosure).		
Submission of fully completed SBD 6.1 (Preference points Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate or certified B-BBEE Sworn Affidavit. (downloaded from DTIC or CIPC)		
General Conditions of Contract		
SBD 7.2 (Contract Form)		
Proof of valid company registration with <b>PSIRA</b>		
Proof of valid Department of Labour Letter of Good Standing on Compensation for Occupational Injuries & Disease Act (COIDA) for Security Services or letter from Department of Labour / Institution accredited by Department of Labour with undertaking to register within 7 days of appointing guards.		
<b>Documentation for Functionality evaluation as specified:</b>		
1. Company Reference Letters in relation to working experience on security guard related services		
2. Service Level Agreement (SLA) / Contract confirming the work specifically relating to <b>Access Gate Control</b>		
3. List of security guards ( <b>extracted from PSIRA website</b> ) with current PSIRA grade under the employment of the company who are readily available or can be allocated for this project.		
4. A <b>signed</b> and <b>stamped</b> letter from a Financial Service Provider (FSP).		

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS</b>					
TENDER NUMBER:	GNP-022-25	CLOSING DATE:	23 APRIL 2026	CLOSING TIME:	11:00am
DESCRIPTION	PROVISION OF SECURITY GUARD SERVICES TO AUGRABIES FALLS NATIONAL PARK FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<p><b>AUGRABIES FALLS NATIONAL PARK, ROAD 359</b></p> <p><b>AUGRABIES, NORTHERN CAPE</b></p> <p><b>(ADMIN BUILDING – TENDER BOX)</b></p> <p><b>NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above.</b></p> <p><b>No Bids from any bidder shall be accepted if sent via the Internet or e-mail.</b></p> <p>There shall be no <b>public opening</b> of the Bids received.</p> <p><b>No late submissions will be accepted.</b></p>					
<b>BIDDING PROCEDURES AND TECHNICAL INQUIRIES MAY BE DIRECTED TO</b>					
CONTACT PERSON:					
TELEPHONE NUMBER:					
E-MAIL:					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
<b>SUPPLIER COMPLIANCE STATUS</b>					
TAX COMPLIANCE SYSTEM PIN:			CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		
[TICK APPLICABLE BOX]			[TICK APPLICABLE BOX]		
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?			2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>		
<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
[IF YES ENCLOSE PROOF]			[IF YES, ANSWER THE QUESTIONNAIRE BELOW]		

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: \_\_\_\_\_

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

DATE: \_\_\_\_\_

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

<b>Compulsory Clarification Meeting</b>	Date: <b>09 April 2026</b>		
	Time: <b>11:00 AM</b>		
	Venue: <b>Boardroom, Augrabies Falls National Park</b>		
	<b>Augrabies Falls National Park, Road 359, Augrabies, 8874, Northern Cape</b>		
	<b>Contact Person(s):</b>	<b>Hannes Heyns</b>	<b>0544529219</b>
		<b>Anthea Mouton</b>	<b>0543380600</b>
	Link/Registration (If Virtual):		
<b>Bid validity</b>	<b>Validity Period from Date of Closure:</b>	180 Days	
	The tender proposal shall remain valid for a minimum period of 180 days from the day following the tender closing date. All pricing, including contributions and other recurring costs specified in the proposal, must remain firm and valid throughout this 180-day period.		

**CORRESPONDENCES - Queries**

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

**Any queries regarding the bidding procedure may be directed to:**

<b>Department:</b>	Supply Chain Management	
<b>Contact Person:</b>	Mr. Pawl Moyane	Ms. Anthea Mouton
<b>Tel:</b>	012 426 5012	054 338 0600
<b>Email Address:</b>	<a href="mailto:pawl.moyane@sanparks.org">pawl.moyane@sanparks.org</a>	<a href="mailto:anthea.mouton@sanparks.org">anthea.mouton@sanparks.org</a>

## CONDITIONS AND INSTRUCTION TO THE BIDDER

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

## REASONS FOR DISQUALIFICATION

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

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

**INTENTION TO SELL**

Is the bidder in the process of selling the bidding company?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any intention of selling the bidding company within the next 12 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder have any intention of selling the bidding company within the next 12 months to 60 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

**DISCLAIMERS**

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

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

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

**BID DOCUMENTS**

Number of <b>ORIGINAL</b> bid documents	<b>ONE</b>
<b>Electronic Copy</b> of the original document in PDF (flash drive)	<b>ONE</b>
Bid documents must contain <b>one original document, initialed on each page</b> thereof and <b>signed where required</b> .	

**CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE**

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

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

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

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

## 1 BID OVERVIEW

The purpose of this bid is to invite prospective bidders to submit a proposal for provision of security guard services at Augrabies falls National Park National Park for the period of three (3) years.

## 2 INTRODUCTION TO SANPARKS

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

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

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

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

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

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

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

## 3 LEGISLATIVE AND REGULATORY FRAMEWORK

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

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

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

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

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

3.6 Basic Conditions of Employment Act, Act 75 of 1997

#### 4 SPECIAL CONDITIONS OF CONTRACT

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

a. **AGREEMENT**

1. Additional Security guards may be required when needed.
2. The successful bidder should make provision for relief security guards in case of sick leave/ annual leave and so forth.
3. The remuneration costs must take the following into account as per PSIRA regulations:

Relief  
Sunday Premium Public Holiday Premium Leave Provision  
Sick Pay Provision  
Study Leave Provision  
Family Responsibility Leave Provision Night Shift Allowance  
Provident Fund Bonus  
UIF (Employer Contribution) COIDA / WCA  
Uniform  
Training  
Other applicable allowances

4. SANParks reserves the right to check and verify the accuracy of salaries of security officers.
5. The successful bidder must have public liability cover of R5 million on commencement of contract and provide proof of such.
6. The successful bidder will be required to submit proof of registration of guards with PSIRA Letter of Good Standing indicating certification for all security guards allocated to this contract and their security grade.
7. The successful bidder will be required to submit Police Clearance Certificates for Security Guards allocated to this contract not older than 3 months.
8. The successful bidder to ensure that appointed guards are equipped with the following. Service provider must provide **Issue Register** of equipment issued to guards.
  - Batons
  - Cell phones
  - Pepper spray
  - Radios
  - Hand cuffs
  - Torches
  - Tagging system
  - Uniform
  - Required PPE (Raincoat)
9. The successful bidder will be required to do and submit site specific risk assessment and Contingency Plan - indicate a contingency strategy going to be applied in case of urgent delivery / public strike / own strike / festive season.

**b. INDEMNITY**

The Service Provider will indemnify and hold Augrabies Falls National Park (SANParks) harmless against any loss or damages which Augrabies Falls National Park (SANParks) may suffer, or any claims lodged against Augrabies Falls National Park (SANParks) by any third party arising out of or relating to any loss that SANParks or such third party may suffer as a result of, or arising out of any act or omission of any personnel of the service provider or failure of the service provider to provide the services in accordance with the provisions of the contract.

**c. ASSIGNMENT AND SUB-CONTRACTING**

The service provider will not assign or subcontract any part of the contract without the permission of SANParks.

**d. COMPLIANCE WITH OHS REQUIREMENTS**

- OHS Safety Plan which should be approved by SANParks before contract commences.

**5 CONTRACT PERIOD**

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

**6 TERMS OF REFERENCE/SCOPE OF WORK**

Augrabies Falls National Park requires Grade C Security guards to provide security at their Main Entrance gate and Rest Camp gate. Security services will be required 24 hours per day. The Main entrance gate should be on duty from 05h00 to 22h00 daily. Thereafter, from 22h00 to 05h00, the guards will be expected to execute patrols and ensure security in the rest camp. Company to ensure transportation of staff between Main Entrance gate and Rest Camp after 22h00. A bicycle is required for guard to move from the Main Entrance gate to the Rest Camp gate to commence night shift (within the main rest camp area) from 22h15 until 04h45 and in the case of any emergency, to unlock and allow access to Main Entrance gate.

Days	Grade	Hours	Time
Monday - Friday	1 x C	Day Shift	07h00 - 19h00
	1 x C	Night Shift	19h00 - 07h00
Weekend and Public Holidays	1 x C	Day Shift	07h00 - 19h00
	1 x C	Night Shift	19h00 - 07h00

- Company must ensure transport for guards to and from site
- Internal transport of guards to and from gate and rest camps should be by means of a bicycle supplied and maintained by the service provider
- Company must ensure quality, professional and customer service
- Guards must be well trained in security services
- Guards must not have any criminal records
- Quotation must be provided for the respective grades as indicated in table below
- SANParks expects security guards to work not more than 12 hours a day and maximum 48 hours a week
- Costing to include passive monitoring and daily electronic reports

NB: Times may change as per SANParks' need and will be agreed with the service provider to require ad hoc guard/s as need arise in high guest volumes (December holidays, public holidays and raised water level periods).

**NIGHT GUARD MUST BE MONITORED BY USING A TAG SYSTEM IN THE REST CAMP.** Failure to implement operational tag system, will lead to financial penalties and notice of contract default.

Preferably, the guards must rotate every 3 months with different guards in the company.

## 1. MEETINGS AND REPORTS

SANParks would require monthly or bi-monthly meetings with the service provider as well as the monthly reports of all occurrences to follow-up on progress of all identified factors in need of correction or improvement. Tagging system report to be submitted daily. Summary tagging system report to be submitted monthly.

## 2. RESPONSIBILITY OF SANPARKS

- Monitor the professional security services that SANParks receives from the service provider.
- Give indication of unsatisfactory performance to the attention of the company's management for improvement and expect feedback within requested timeframes on how such unsatisfactory performance or bad behaviour will be prevented for future occurrences.
- Review the received monthly report(s) and provide feedback.
- Effecting payment within 30 days from date of receipt of original tax invoices.

## 3. RESPONSIBILITY OF THE SERVICE PROVIDER MANAGEMENT

- Ensure that personnel are always at the post at the required time per the service level agreement.
- Ensure that off-sick personnel are replaced with suitably qualified guards, without interruption of the services.
- Keeps record of daily occurrences as well as attendance registers of the personnel on duty. Attendance Registers to be signed when reporting for duty and when leaving for the day. Register to be signed by the supervisor for monitoring.
- Ensure that monthly working schedule is provided to park management.
- Ensure that personnel are always in full uniform and tidy.
- Adhere to OHS protocols as per SANParks / government requirements.
- Ensure that personnel are well-mannered and respectful at all times when on duty and exhibit a required level of professionalism.
- Ensure that personnel are able to communicate in English and Afrikaans.
- Ensure that personnel do not report under the influence of alcohol, nor use alcohol when on duty.
- Ensure no substance abuse on duty.
- SANParks has the right to monitor security guards for use of alcohol or substance abuse by means of breathalysers or any other approved related tests.
- SANParks has the right to remove staff found under the influence of alcohol or guilty of substance abuse.
- Ensure that personnel do not sleep on duty.
- Ensure that no music is played at the Main Entrance gate.
- Ensure that personnel keep all relevant records (OHS related registers whilst applicable, entry records, movable property records and exit records register).
- Ensure that personnel are always available to assist in any form of emergency.
- Ensure that personnel do have all necessary equipment to perform their duties
- Ensure that management is always available to respond to any complaints from SANParks.
- Ensure that all complaints are addressed and formal report afforded to the Section Ranger / HSM, Augrabies Falls National Park on how the complaint was resolved and how such will be prevented in future within 7 working days from the day of occurrence.
- Maintain a high standard of security services standards that SANParks receives from the service provider and promote regular training interventions.
- Provide additional security when and where requested by SANParks management.
- The guards will perform the following duties:
  - Access control at main entrance to premises
  - Assist with access control at day visitors site during special public holidays i.e. Christmas, New Years day, Easter Weekend, etc.
  - Patrol premises at regular intervals
  - Two-way radio duties as requested by SANParks
  - Completion of official registers including SANParks permit book and other relevant documentation
  - Completion of incident and occurrence books
- The service provider will provide all security guards with a uniform as prescribed by the Private Security Industry Regulation Authority (PSIRA) and required by SANParks. Non-adherence will lead to contract default.
- Security guards will at all times when on duty wear the uniform, clean, ironed and according to the required standard.
- SANParks may request the service provider to replace any security guard on site should SANParks believe that the security guard has committed an offence on site or that the security guard does not promote the interests of SANParks

- The service provider will immediately remove a security guard from its duties within the Augrabies Falls National Park Premises should SANParks provide evidence of:
  - Bribery
  - Theft
  - On duty while under the influence of alcohol or drugs
  - Sleeping on duty or ignoring Occupational Health and Safety duties
  - Contravention of SANParks disciplinary code and rules
- It is agreed that the following actions would also provide grounds for removal of a security guard from its duties within the premises:
  - Contravention of uniform rules
  - Not being polite and presentable
  - Eating and drinking while working with the public
  - Chewing gum while working with the public
  - Littering and not clean litter around working area
  - Negligence in recording people and vehicles entering the Augrabies Falls National Park Premises
  - Incorrect recording of detail in the official registers
  - Deviation from search instructions and other instructions implemented by the Park
  - Involved in unacceptable behaviour with guests and/or SANParks staff or at guests facilities and on Park Premises
  - Playing music during interaction with guests and staff
- The service provider undertakes to take disciplinary action against a security guard against whom SANParks has a complaint with.
- The security supervisor will be responsible for OHS compliance inspection at security points. The successful service provider will be provided with SANParks' OHS manual to implement at their site within the Augrabies Falls National Park Premises.
- The security guard will be required to do walk around (patrol) the premises at all times. Essential for the camping area and chalets.
- The following are also important duties of a security official:
  - All non-paying visitors must complete the appropriate register provided
  - The official must ensure that all fields on this form are completed
  - Venue should be kept appropriately clean of litter and neat at all times, as well as accommodation units
  - When the guards travel in the park, the speed restrictions must be adhered to
  - The use of the SANParks telephone is not permitted with the exception of calls to a SANParks official, the gate official's supervisor or in the case of an emergency
  - The gate guard should stay at the premises during his shift – the site should not be left unattended even for a short period of time
  - If required, the guard on duty should assist with any required work at the gate
  - After hours calls to the gate should be dealt with in an official manner and referred to the appropriate supervisor for a response
- The Contractor will issue the following to the security guards:
  - Operational Torch
  - Operational Two-way radios to access their control rooms, any means of Communications to be used if the two-way radios cannot access the control rooms
  - Cell phone
  - Baton
  - Hand cuffs/cable ties
  - Pepper spray
  - The service provider will provide all security guards with a uniform as prescribed by the PSIRA and required by SANParks
  - Security guards will, at all times whilst on duty, wear uniform that is clean, ironed and according to the required standard
  - Provide bicycle for guard to move from Main Entrance gate to rest camp gate to commence night shift and to respond to any emergencies at the
  - Main Entrance gate during the night

- Emergency call-outs:
  - The Contractor undertakes to respond to any emergency call from SANParks for security assistance at the SANParks premises
  - The Contractor will respond by sending well trained, security officers in uniform to the Park in serviceable vehicles marked with the Contractor's name

#### **4. TERMINATION OF SERVICE**

Aside from the expiry of the agreement, the contract between Augrabies Falls National Park (SANParks) and the service provider may be terminated for any of the following reasons:

Failure to meet the minimum operational requirements of Augrabies Falls National Park (SANParks):

- Gross negligence by the service provider or its employees
- Failure to respond to any operational enquiries or complaints by Augrabies Falls National Park (SANParks) within a reasonable time period.

In addition to the above, this agreement may go out of force entirely, at any time, at the discretion of either party on condition that a period of 60 days' notice is given to the other party.

## **7. EVALUATION CRITERIA**

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

### **7.1 Phase 1: Mandatory Evaluation Criteria**

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

#### **Mandatory Requirements are as follows:**

- 1) Valid Company Private Security Industry Regulatory Authority (PSIRA) certification.
- 2) Letter of Good Standing on Compensation for Occupational Injuries & Diseases Act (COIDA) for Security Services or letter from Department of Labour / Institution accredited by Department of Labour with undertaking to register within 7 days of appointing guards.

## 7.2 Phase 2: Functionality Evaluation Criteria

- Bidders are required to demonstrate their ability to undertake the required services and provide proof of expertise and resources to provide the required services.
- Bidders are required to score a minimum of **70** points out of a possible **100** to proceed to the second stage/phase of evaluation
- Bid offers that fail to score the required number of points (**70**) per the functional requirements will be eliminated.
- The onus rests with the bidder to supply sufficient information to allow for the proper scoring, evaluation and award of points.
- Functionality points shall be awarded per the following provisions

No	Functionality criteria	Weights	Points	Points Allocation
1	<p><b>Company Reference Letters in relation to working experience on security guard related services.</b></p> <p>Bidders to attach Reference Letters confirming the work which the bidder has executed or currently is executing.</p> <ul style="list-style-type: none"> <li>• Reference letter from your clients which you've provided with security guard services</li> </ul> <p><b>NB:</b> Reference letter not complying with ALL the following will not be considered for evaluation:</p> <ol style="list-style-type: none"> <li>Reference letter must be on a Company letterhead</li> <li>Period of the contract: Uninterrupted 12 months or more</li> <li>The rated level of service (good, satisfactory, excellent, etc)</li> <li>Signed by the client</li> </ol>	30	5	1= One (1) signed reference letter is attached in support of the years the company has been rendering security guard services and rated level of services
				2= Two (2) signed reference letters are attached in support of the years the company has been rendering security guard services and rated level of services
				3= Three (3) signed reference letters are attached in support of the years the company has been rendering security guard services and rated level of services
				4 = Four (4) signed reference letter are attached in support of the years the company has been rendering security guard services and rated level of services
				5 = Five (5) signed reference letters are attached in support of the years the company has been rendering security guard services and rated level of services
2	<p><b>Company Experience relating to Gate Access Control</b></p> <p>Bidders to attach Service Level Agreement (SLA) / Contract confirming the work specifically relating to Access Gate Control</p> <p><b>NB:</b> Service Level Agreement (SLA) / Contract not complying with ALL the following will not be considered for evaluation:</p> <ol style="list-style-type: none"> <li>Must indicate Gate Access Control</li> <li>Period of the SLA / Contract: Uninterrupted 12 months or more</li> </ol>	30	5	1 = One (1) SLA / Contract complying with two requirements is attached in support of the experience the company has been rendering Gate Access Control
				2 = Two (2) SLA's / Contracts complying with two requirements are attached in support of the years the company has been rendering Gate Access Control
				3 = Three (3) SLA's / Contracts complying with two requirements are attached in support of the years the company has been rendering Gate Access Control
				4 = Four (4) SLA's / Contracts complying with two requirements are attached in support of the years the company has been rendering Gate Access Control
				5 = Five (5) SLA's / Contracts complying with two requirements are attached in support of the years the company has been rendering Gate Access Control

3	<p><b>Capacity (Security guards) employed by the Company.</b></p> <p><u>Scoring of Capacity:</u></p> <p>Company has capacity to deliver in terms of available resources of staff – security guards.</p> <p>Bidders to submit list of security guards with current PSIRA grade under the employment of the company who are readily available or can be allocated for this project.</p> <p><b>NB:</b> List (report) must be extracted from PSIRA website and not on company letterhead.</p>	20	5	<p>1 = 2 permanent security guards in the company (excluding any staff other than the security guards).</p> <p>2 = 4 permanent security guards in the company (excluding any staff other than the security guards).</p> <p>3 = 6 permanent security guards in the company (excluding any staff other than the security guards).</p> <p>4= 8 permanent security guards in the company (excluding any staff other than the security guards).</p> <p>5 = 10 permanent security guards in the company (excluding any staff other than the security guards).</p>
4	<p><b>Finance</b></p> <p>Does the company demonstrate sufficient financial stability and capacity to successfully perform the required services:</p> <ul style="list-style-type: none"> <li>• Security Services</li> </ul> <p><b>NB:</b> A <b>signed</b> letter from a Financial Service Provider (FSP). The FSP should be registered with the Financial Sector Conduct Authority.</p> <p><b><u>The letter should be:</u></b></p> <ul style="list-style-type: none"> <li>• In the <b>FSP's letterhead</b> and <b>stamped</b></li> <li>• Indicate the bidder's name</li> <li>• Indicate the positive cash flow forecast for 12 months</li> </ul>	20	5	<p>0 Points = No letter from a Financial Service Provider (FSP).</p> <p>10 Points = A letter from the FSP confirming a cash flow of at least R 150 000.00 in relation to this bid; or</p> <p>20 Points = A letter from the FSP confirming a cash flow of at least R 300 00.00 in relation to this bid</p>

### 7.3 Phase 3: Price Evaluation Criteria

#### Applicable Point System

- 1) 80/20 preference point system will be applicable for this bid as the acquisition of goods and services is estimated to be up to the Rand value of R50 million.

#### Price and Preference

- 1) Price will be evaluated using the 80/20 preference point system located as follows:

Criteria	Points
Price	80
Specific Goals	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

- 2) A maximum of 80 points is allocated for price using the following formula:

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

Where:

$P_s$  = Points scored for price of the bid under consideration

$P_t$  = Price of bid under consideration

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

- 3) A maximum of 20 points is allocated for preference. Scoring preferences Points will be awarded to a bidder for attaining the B-BBEE Procurement Recognition status level in accordance with the below Specific Goals Preference Points table.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents to be submitted to substantiate points claimed	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>1) Enterprises with B-BBEE Procurement Recognition</b>		1. A VALID SANAS ACCREDITED CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  2. CIPC, DTIC SWORN AFFIDAVIT (FOR EME'S & QSE'S)	
Enterprises with B-BBEE Procurement Recognition Level 1	10		
Enterprises with B-BBEE Procurement Recognition Level 2	8		
Enterprises with B-BBEE Procurement Recognition Level 3	6		
Enterprises with B-BBEE Procurement Recognition Level 4	4		
<b>2) Promotion of local suppliers/service providers</b>		✓ Municipal bill not older than 3 months ✓ Signed and valid Lease agreement ✓ Valid SARS Tax Status Pin Document confirming physical address	
Located within 600km's from the park	10		
Located more than 600km's from the park	5		
<b>Total Points</b>	<b>20</b>		

**8. DETAILED PRICING SCHEDULE: SBD 3.1 (Firm Prices)**

- (1) All prices quoted must be inclusive of Value Added Tax (VAT). Prices must be presented in South African Rand (ZAR).
- (2) Price changes whether as a result of CPI, PSIRA, extensions or expansions will be considered in terms of the signed contract by both parties. Furthermore, such prices should be presented in South African Rand (ZAR). The Bidders pricing is to remain firm for 180 days from the closing date of this tender. SANParks reserves the right to negotiate with the recommended bidder prior to signing of the contract.

**8.1 PRICE SCHEDULE:****SBD 3 - Pricing Schedule for the Duration of the Contract**

<b>Details</b>	<b>Quantity</b>	<b>Unit Cost per Month</b>	<b>Total Year 1 (VAT inclusive)</b>
1. Grade C Security Guard - Day Shift (Monday - Friday)	1		
2. Grade C Security Guard - Night Shift (Monday – Friday)	1		
3. Grade C Security Guard - Day Shift (Weekends & Public Holidays)	1		
4. Grade C Security Guard - Night Shift (Weekends & Public Holidays)	1		
<b>SUB-TOTAL CARRIED FORWARD FOR YEAR 1</b>			
<b>ADDITIONAL COSTS: Transport costs, Operational Equipment including torches, radios, cell phones, batons, pepper spray, hand cuffs, uniform, Tagging System, Bicycle)</b>			
<b>TOTAL COSTED VALUE OF ABOVE CARRIED FORWARD FOR YEAR 1 (ALL INCLUSIVE)</b>			
<p><b>NB:</b> SANParks will only consider annual price escalation (for the years 2 - 3) based on PSIRA escalation</p> <p><b>NB:</b> (Please note that all prices quoted should be inclusive of Value Added Tax (VAT) and Price fluctuations (including exchange rates) for the duration of the contract. Where applicable the price should include Supply, Delivery, Maintenance and any other costs relating to this bid. Furthermore, such prices should be presented in South African Rand (ZAR). Overheads and additional costs will be increased annually according to the latest available CPI rate.</p> <p><b>NB: SANParks reserves the right to check and verify the accuracy of salaries of security officers.</b></p>			

**PRICING SCHEDULE FOR AD HOC ADDITIONAL SECURITY GUARDS ON REQUEST**

<b>Days</b>	<b>Grade</b>	<b>Hours</b>	<b>Unit Price (VAT inclusive) Year 1</b>
Ad Hoc Events (Additional Security Guards on request) Monday - Friday	1 x C	Day Shift	
	1 x C	Night Shift	
Ad Hoc Events (Additional Security Guards on request) Weekends and Public Holidays	1 x C	Day Shift	
	1 x C	Night Shift	
<b>NB:</b> SANParks will only consider annual price escalation (for the years 2 - 3) based on <b>PSIRA</b> escalation			

 <p><b>South African NATIONAL PARKS</b></p>	<p><b>SOUTH AFRICAN NATIONAL PARKS</b></p>													
<b>BIDDER'S DISCLOSURE</b>		<b>SBD 4</b>												
<b>1. PURPOSE OF THE FORM</b>														
<p>Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.</p> <p>Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.</p>														
<b>2. BIDDER'S DECLARATION</b>														
2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>1</sup> in the enterprise, employed by the state?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"><b>YES</b></td> <td style="width: 50%; text-align: center;"><b>NO</b></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	<b>YES</b>	<b>NO</b>										
<b>YES</b>	<b>NO</b>													
2.1.1	<p>If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;">Full Name</th> <th style="width: 30%;">Identity Number</th> <th style="width: 30%;">Name of State Institution</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Full Name	Identity Number	Name of State Institution										
Full Name	Identity Number	Name of State Institution												
2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"><b>YES</b></td> <td style="width: 50%; text-align: center;"><b>NO</b></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	<b>YES</b>	<b>NO</b>										
<b>YES</b>	<b>NO</b>													
2.2.1	If so, furnish particulars: _____													
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"><b>YES</b></td> <td style="width: 50%; text-align: center;"><b>NO</b></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	<b>YES</b>	<b>NO</b>										
<b>YES</b>	<b>NO</b>													
2.3.1	If so, furnish particulars _____													

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

**3. DECLARATION**

I, the undersigned (Name) \_\_\_\_\_

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of the Bidder

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

<b>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</b>	<b>SBD 6.1</b>								
<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><b>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.</b></p>									
<b>1. GENERAL CONDITIONS</b>									
<p>1.1 The following preference point systems are applicable to invitations to tender:</p> <p>1.1.1 the 80/20 system for requirements with a Rand value of up to R50,000,000.00 (all applicable taxes included); and</p> <p>1.1.2 the 90/10 system for requirements with a Rand value above R50,000,000.00 (all applicable taxes included).</p> <p>1.2 <b>To be completed by the organ of state</b></p> <p>a) The applicable preference point system for this tender is the 80/20 preference point system.</p> <p>1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:</p> <p style="margin-left: 20px;">(a) Price; and</p> <p style="margin-left: 20px;">(b) Specific Goals</p> <p>1.4 <b>To be completed by the organ of state:</b></p> <p>The maximum points for this tender are allocated as follows:</p> <table border="1" style="margin-left: 40px; border-collapse: collapse; width: 50%;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td style="text-align: center;">90</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Total points for Price and Specific Goals</td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</p> <p>1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.</p>			POINTS	PRICE	90	SPECIFIC GOALS	10	Total points for Price and Specific Goals	<b>100</b>
	POINTS								
PRICE	90								
SPECIFIC GOALS	10								
Total points for Price and Specific Goals	<b>100</b>								
<b>2. DEFINITIONS</b>									
<p>(a) <b>“tender”</b> 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> <p>(b) <b>“price”</b> means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;</p> <p>(c) <b>“rand value”</b> means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;</p> <p>(d) <b>“tender for income-generating contracts”</b> 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</p> <p>(e) <b>“the Act”</b> means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).</p>									

<b>3.</b>	<b>FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES</b>
3.1	<b>POINTS AWARDED FOR PRICE</b>
3.1.1	<b>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</b>
	A maximum of 80 or 90 points is allocated for price on the following basis:
	80/20 <span style="margin-left: 150px;">Or</span> <span style="margin-left: 150px;">90/10</span>
	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{Or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
	Where:
	Ps = Points scored for price of bid under consideration
	Pt = Price of bid under consideration
	Pmin = Price of lowest acceptable bid
3.2	<b>FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT</b>
	<b>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</b>
	A maximum of 80 or 90 points is allocated for price on the following basis:
	80/20 <span style="margin-left: 150px;">Or</span> <span style="margin-left: 150px;">90/10</span>
	$P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{Or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$
	Where:
	Ps = Points scored for price of bid under consideration
	Pt = Price of bid under consideration
	Pmax = Price of highest acceptable bid
<b>4.</b>	<b>POINTS AWARDED FOR SPECIFIC GOALS</b>
4.1	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
4.2	In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
	a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
	b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
	then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

<b>Table 1: Specific goals for the tender and points claimed are indicated per the table below.</b> (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)			
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documents to be submitted to substantiate points claimed	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>1) Enterprises with B-BBEE Procurement Recognition</b>			
Enterprises with B-BBEE Procurement Recognition Level 1	10	1. A VALID ORIGINAL OR CERTIFIED SANAS ACCREDITED CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  2. CIPC, DTIC SWORN AFFIDAVIT (FOR EME'S & QSE'S)	
Enterprises with B-BBEE Procurement Recognition Level 2	8		
Enterprises with B-BBEE Procurement Recognition Level 3	6		
Enterprises with B-BBEE Procurement Recognition Level 4	4		
Enterprises with B-BBEE Procurement Recognition Level 5 and above	0		
<b>2) Promotion of local suppliers/service providers</b>			
Located within 600km's from the park	10	✓ Municipal bill not older than 3 months ✓ Signed and valid Lease agreement ✓ Valid SARS Tax Status Pin Document confirming physical address	
Located more than 600km's from the park	5		
<b>Total Points</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of Company / Firm:

4.4 Company Registration Number:

4.5 Type of Company / Firm (Tick applicable box)

Partnership / Joint Venture / Consortium <input type="checkbox"/>	Personal Liability Company <input type="checkbox"/>
One-person business / sole propriety <input type="checkbox"/>	(Pty) Limited <input type="checkbox"/>
Close corporation <input type="checkbox"/>	Non-Profit Company <input type="checkbox"/>
Public Company <input type="checkbox"/>	State Owned Company <input type="checkbox"/>

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)
<b>SURNAME AND NAME</b>	_____
<b>DATE:</b>	_____
<b>ADDRESS:</b>	_____
	_____

**GENERAL CONDITIONS OF CONTRACT**

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

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

GCC1

**1. Definitions - The following terms shall be interpreted as indicated:**

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **“GCC”** mean the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling

	<p>charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. <b>“Local content”</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. <b>“Manufacture”</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. <b>“Order”</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. <b>“Project site”</b>, where applicable, means the place indicated in bidding documents.</p> <p>1.21. <b>“Purchaser”</b> means the organization purchasing the goods.</p> <p>1.22. <b>“Republic”</b> means the Republic of South Africa.</p> <p>1.23. <b>“SCC”</b> means the Special Conditions of Contract.</p> <p>1.24. <b>“Services”</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. <b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	<p><b>2. Application</b></p>
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	<p><b>3. General</b></p>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	<p><b>4. Standards</b></p>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<p><b>5. Use of contract documents and information</b></p>
	<p>5.1. The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier’s records relating to the</p>

	performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC6	<b>6. Patent rights</b>
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	<b>7. Performance security</b>
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2. a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	<b>8. Inspections, tests and analyses</b>
	8.1. All pre-bidding testing will be for the account of the bidder. 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. 8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses. 8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	<b>9. Packing</b>
	9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or

	<p>deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	<p>10. <b>Delivery and Documentation</b></p>
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
GCC11	<p>11. <b>Insurance</b></p>
	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	<p>12. <b>Transportation</b></p>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	<p>13. <b>Incidental services</b></p>
	<p>13.2. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.2.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.2.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.2.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.2.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.2.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.3. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	<p>14. <b>Spare parts</b></p>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>

GCC15	<p><b>15. Warranty</b></p>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	<p><b>16. Payment</b></p>
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	<p><b>17. Prices</b></p>
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	<p><b>18. Contract amendment</b></p>
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	<p><b>19. Assignment</b></p>
	<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
GCC20	<p><b>20. Subcontract</b></p>
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract</p>

GCC21	<p><b>21. Delays in supplier's performance</b></p>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	<p><b>22. Penalties</b></p>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	<p><b>23. Termination for default</b></p>
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide</p>

	<p>reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. The date of commencement of the restriction</p> <p>23.6.3. The period of restriction; and</p> <p>23.6.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	<b>24. Anti-dumping and countervailing duties and rights</b>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<b>25. Force Majeure</b>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	<b>26. Termination for insolvency</b>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any</p>

	right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	<b>27. Settlement of disputes</b>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	<b>28. Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC29	<b>29. Governing language</b>
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
GCC30	<b>30. Applicable law</b>
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	<b>31. Notices</b>
	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
GCC32	<b>32. Taxes and duties</b>
	<p>32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until</p>

	<p>delivery of the contracted goods to the purchaser.</p> <p>32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services</p>
GCC33	<p>33. <b>National Industrial Participation Programme</b></p>
	<p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
GCC34	<p>34. <b>Prohibition of restrictive practices</b></p>
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>