



Invitation to Bid for the Appointment of a Service Provider

REQUEST FOR PROPOSALS FOR LEASING OF STAPELBERG KRAAL FARM FOR A PERIOD OF FIVE (5) YEARS

Bid Number:	GNP-101-25
Advert Date	01 December 2025
Issuer	South African National Parks
Closing Date and Time	23 January 2026 11:00
Compulsory Briefing Meeting	<p>Date: 12 December 2025</p> <p>Time: 09:00</p> <p>Venue: Stapelberg Kraal Farm (Main Gate)</p> <p>Contact Person: Bandisiwe Mda</p> <p>Contact Details: bandisiwe.mda@sanparks.org / 041 508 5406</p>

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 accessible from 07:00 to 18:00, 7 days a week, at the delivery address provided below.

MOUNTAIN ZEBRA NATIONAL PARK
OFF R61 / GRAAFF-REINET ROAD, NXUBA
(MAIN GATE – 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.

Contents

Table 1: Document Checklist and Returnable	3
PART A: INVITATION TO BID	4
TERMS AND CONDITIONS FOR BIDDING	6
CONDITIONS AND INSTRUCTION TO THE BIDDER	8
REASONS FOR DISQUALIFICATION	8
INTENTION TO SELL	9
DISCLAIMERS	9
BID DOCUMENTS	9
CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE	9
PROTECTION OF PERSONAL INFORMATION ACT, 4 of 2013 (POPIA)	9
1 BID OVERVIEW	10
2 INTRODUCTION TO SANPARKS	10
3 LEGISLATIVE AND REGULATORY FRAMEWORK	11
4 SPECIAL CONDITIONS OF THE BID	11
5 CONTRACT PERIOD	11
6 SPECIFICATIONS/SCOPE OF WORK	12
6.1 SCOPE OF WORK	12
9) DELIVERABLES	13
12) EVALUATION CRITERIA	15
a. Phase 1: Mandatory Evaluation Criteria	15
b. Phase 2: Price Evaluation Criteria	16
i. Applicable Point System	16
ii. Price and Preference	16
13) DETAILED PRICING SCHEDULE: SBD 3.1 (Firm Prices)	17
a. PRICE SCHEDULE: STAPELBERG KRAAL FARM	17
BIDDER'S DISCLOSURE	18
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	20
GENERAL CONDITIONS OF CONTRACT	24

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
LEGISLATIVE, MANDATORY AND OTHER BID DOCUMENTS		
<p>Bidders must be South African citizens aged 18 years or older.</p> <p>For natural persons: A certified copy of the applicant's barcoded South African Identity Document must be submitted.</p> <p>For juristic persons (e.g., companies, trusts, or other legal entities): The following documentation must be submitted:</p> <ul style="list-style-type: none"> ○ A copy of the entity's unabridged registration certificate. ○ A formal resolution appointing the authorized representative to act on behalf of the entity 		
<p>Proof of funding</p> <p>The bidder must demonstrate proof of availability or access to the funding required for the lease.</p> <ul style="list-style-type: none"> • An original letter from a registered financial institution with the Financial Sector Conduct Authority (FSCA), confirming the availability of sufficient funds must be submitted. The letter must not be older than three months from the date of submission / • Recent bank statements (e.g. for the last 3 months) showing the bidder's financial standing/ • Audited statements for the past 1–3 financial years to assess financial health and cash flow / • If audited financials are not yet available (e.g. for newer companies), signed management accounts for the current financial year may be submitted. 		

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS					
TENDER NUMBER:	GNP-101-25	CLOSING DATE:	23 JANUARY 2026	CLOSING TIME:	11:00am
DESCRIPTION	REQUEST FOR PROPOSALS FOR LEASING OF STAPELBERG KRAAL FARM FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<p>MOUNTAIN ZEBRA NATIONAL PARK OFF R61/ GRAAFF-REINET ROAD, NXUBA (MAIN GATE: TENDER BOX)</p> <p>NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above.</p> <p>No Bids from any bidder shall be accepted if sent via the Internet or e-mail.</p> <p>There shall be no public opening of the Bids received.</p> <p>No late submissions will be accepted.</p>					
BIDDING PROCEDURES AND TECHNICAL INQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON:	BANDISIWE MDA			EVANS MKANSI	
TELEPHONE NUMBER:	041 508 5406			048 801 5718	
E-MAIL:	bandisiwe.mda@sanparks.org			evans.mkansi@sanparks.org	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS					
TAX COMPLIANCE SYSTEM PIN:				CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		
[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER 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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR SLA.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.3 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.5 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.6 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.7 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.8 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.9 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."</p> <p>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</p>
<p>SIGNATURE OF BIDDER: _____</p> <p>CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution) _____</p> <p>DATE: _____</p> <p><i>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"</i></p>

Compulsory Briefing Meeting	Date: 12 December 2025		
	Time: 09H00		
	Venue: Stapelberg Kraal Farm (Main Gate)		
	Contact Person(s):	BANDISIWE MDA	bandisiwe.mda@sanparks.org
Bid validity	Validity Period from Date of Closure:		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:

Department: Supply Chain Management

Contact Person: Bandisiwe Mda

Tel: 041 508 5406

Email Address: Bandisiwe.mda@sanparks.org

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;
- 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 ORIGINAL bid documents	ONE
Electronic Copy of the original document in PDF (flash drive)	ONE
<p>Bid documents must contain one original document, initialed on each page thereof and signed where required.</p> <p>A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract.</p>	

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

Mountain Zebra National Park, a conservation area managed by South African National Parks (SANParks), includes land parcels that are geographically disconnected from the main protected area. These parcels currently offer limited conservation value due to their isolation, lack of integration into core ecological corridors, and proximity to agricultural land. In alignment with SANParks' strategic objective to optimize land use while preserving ecological integrity, the park is seeking to lease these disconnected areas for controlled livestock farming.

This initiative serves a dual purpose:

1. To generate revenue for park operations and reduce underutilized landholding costs.
2. To ensure that such land is used sustainably, without compromising the long-term conservation objectives of the park or the surrounding biodiversity.

This procurement process is thus aimed at identifying qualified, environmentally responsible farmers capable of managing livestock farming operations in compliance with SANParks' environmental standards

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

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

3 LEGISLATIVE AND REGULATORY FRAMEWORK

- (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.
- (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.

4 SPECIAL CONDITIONS OF THE BID

- 1) The land shall be utilized for general agricultural purposes only.
- 2) No game farming, crop farming, construction of permanent structures, or tourism activities may be undertaken without prior written consent from SANParks.
- 3) SANParks may conduct regular inspections and require the lessee to remedy any environmental damage at their cost.
- 4) The lessee must maintain the land in a condition consistent with sustainable environmental management.
- 5) Overgrazing or exceeding the agreed-upon carrying capacity is a breach of contract and may lead to penalties or lease termination.
- 6) SANParks reserves the right to conduct vetting / security checks of any of the proposals received. Bidders who are unwilling to undergo such vetting or security checks should not submit proposals.
- 7) SANParks is not obliged to accept the highest or any bid, as a final award will be based on the outcome of the security / vetting process
- 8) Only potential bidder with highest price and positive security / vetting outcome will be appointed. The highest bidder will be required to submit a security clearance to SANParks.
- 9) The successful bidder may not cede its rights or assign its obligations to another party in terms of the agreement of lease.
- 10) The Lessor in its sole discretion reserve the right to cancel the whole or parts of this tender process. The Lessor will notify the Lessee in writing at least 4 (four) months prior to requiring the Lessee to vacate the withdrawn parts, to enable the Lessee to conduct the Lessee's operations in accordance therewith.
- 11) The lease amount shall be paid annually by the due date stated in the lease, failing which SANParks may apply penalties or initiate termination.

5 CONTRACT PERIOD

- (1) The contract will have a duration of five (5) years.

6 SPECIFICATIONS/SCOPE OF WORK

6.1 SCOPE OF WORK

South African National Parks invites suitably and law-abiding farming organizations to submit proposals for the leasing of the below listed property (Farm) for a period of five (5) years.

PROPERTY	DESCRIPTION
Stapelberg Kraal Farm	<ul style="list-style-type: none"> • 1703.4865 ha • Carrying Capacity – 80 LSUs or SMU as per below formula • Inxuba Yethemba Municipality, Cradock, Eastern Cape <p>NB: In SA, 1 LSU = 450 kg of live mass, which is equivalent to 1 cow or 6 sheep/Goat. In a karoo-type veld (semi-arid grassland), the carrying capacity is 12ha per Large Stock Unit</p> <p>Formula: = $\frac{\text{Total Number of ha of the Property}}{12\text{ha/LSU}}$</p> <p>SMU: Will be the answer from the above formula multiply by 6</p>

The lease is strictly for non-conservation agricultural use under regulated, sustainable conditions that safeguard the ecological interests of the surrounding protected area.

1) LAND USE AND ACTIVITIES PERMITTED

- The land may be used exclusively for livestock grazing, which may include cattle, sheep, or goats, based on a SANParks-approved stocking plan.
- No game farming, crop farming, or commercial tourism is permitted unless explicitly authorized in writing by SANParks.
- Infrastructure improvements (e.g. fencing, water troughs) may be allowed, subject to SANParks' prior written approval and environmental compliance.

2) GRAZING AND STOCKING REQUIREMENTS

- Upon award of the bid, the successful lessee must submit a comprehensive grazing and land-use plan indicating intended livestock numbers within six (6) months of the award date.
- The lessee must maintain accurate records of livestock numbers and grazing patterns.
- Stocking rates must align with carrying capacity assessments provided or approved by SANParks to avoid overgrazing and degradation.

3) ENVIRONMENTAL MANAGEMENT

- The lessee shall adhere to SANParks' environmental management requirements, including:
 - Prevention of soil erosion
 - Protection of indigenous vegetation
 - Regular removal of invasive alien plants (if applicable)

- An Environmental Compliance Monitoring Report must be submitted annually.

4) INFRASTRUCTURE AND MAINTENANCE

- The lessee shall be responsible for the maintenance and repair of any fencing, gates, water infrastructure, or access roads used in connection with the lease.
- No permanent structures may be erected without formal approval and environmental authorization (if applicable).

5) ANIMAL HEALTH AND BIOSECURITY

- The lessee must ensure that all livestock are:
 - Vaccinated according to national veterinary requirements
 - Subject to regular veterinary inspections
- Any disease outbreaks must be reported to SANParks and the relevant state veterinary services immediately.

6) SECURITY AND ACCESS CONTROL

- The lessee must implement security measures to prevent unauthorised access to the leased property.
- SANParks reserves the right to conduct site inspections at any time without prior notice.

7) COMPLIANCE AND REPORTING

- The lessee must comply with all applicable national, provincial, and municipal laws and regulations, including those relating to agriculture, environmental management, and animal welfare.
- The lessee must provide SANParks with:
 - Annual reports on land condition, livestock status, and compliance issues
 - Immediate reporting of any incidents, such as natural disasters

8) LEASE PAYMENT AND DURATION

- The lessee shall pay an agreed annual rental fee, subject to escalation as per lease agreement terms.
- The lease will be valid for 5 years, with performance reviews conducted annually.
- SANParks reserves the right to terminate the lease for non-compliance, environmental harm, or breach of contract

9) DELIVERABLES

The successful lessee is required to provide the following deliverables as part of their contractual obligations during the lease period:

- 1) Grazing and Stocking Plan: A detailed plan outlining livestock numbers.
- 2) Environmental Management Plan: A comprehensive plan demonstrating how the lessee will protect vegetation, control erosion, manage invasive species, and prevent environmental degradation.
- 3) Incident and Emergency Reports: Immediate notification and written reports on any significant incidents, including disease outbreaks, or environmental harm.
- 4) Lease Payment Receipts: Proof of timely payment of all lease fees and any additional charges as stipulated in the lease agreement.

10) BIDDER'S RESPONSIBILITIES

- a) Maintain the existing biodiversity, should grazing decrease the park management will reassess the LSU per HA.
- b) The successful bidder shall be liable for the maintenance of the fencing and the land for the duration of the agreement of lease
- c) The successful bidder shall be liable for normal service charges, if applicable, property rates excluded.
- d) SANParks will approve the removal and disposal therefore of extralimital species (warthog, impala, deer, waterbuck, & color morphs).
- e) Consult Park Management in implementation of fire management in the property.
- f) No new water provision dams will be constructed on properties, only maintenance of existing dams will be allowed through consultation with Park Management.
- g) Utilization of natural resources is strictly prohibited for any other purpose than livestock farming, failure to comply will lead to contract termination of lease.
- h) Alien clearing and land rehabilitation/ erosion control to be undertaken by the lessee.
- i) The lessee to conduct Rainfall monitoring and recording.
- j) Only livestock farming (cattle, sheet & goats) allowed.
- k) The rental is required to be paid per annum in advance by electronic bank transfer
- l) Maintain regular communication with SANParks representatives.
- m) Maintain internal access roads, fences, gates, and watering infrastructure within the leased area.
- n) Ensure that no permanent structures or developments are erected without prior written consent from SANParks.
- o) Use the leased land solely for livestock grazing purposes as approved by SANParks.
- p) Ensure that the land is used responsibly, avoiding overgrazing, degradation, or misuse of natural resources.
- q) The successful bidder must comply with all relevant industry standards, labour relations regulations, the Basic Conditions of Employment Act, and the National Minimum Wage Act

11) SANPARKS RESPONSIBILITIES

- (a) Park Management will conduct compliance and monitoring evaluation for the duration of the lease period.
- (b) Vegetation monitoring will be conducted by SANParks.
- (c) Aerial census to be conducted by SANParks.
- (d) Livestock to be counted by SANParks management on ad hoc basis
- (e) SANParks reserves the right to conduct vetting / security checks of any of the proposals received. Any bidder who does not wish to be vetted or security checked should not submit their proposals.
- (f) SANParks is not obliged to accept the highest or any bid, as a final award will be based on the outcome of the security / vetting process.
- (g) Provide the lessee with legal access and occupation rights to the designated land parcels as specified in the lease agreement and accompanying annexures.
- (h) Monitor compliance with SANParks' environmental policies and facilitate periodic inspections or site audits in collaboration with the Scientific Services and Park Management units.
- (i) Ensure that the leasing process is conducted in accordance with public procurement laws and regulations, promoting fairness, equity, and accountability throughout.

12) EVALUATION CRITERIA

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

a. 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: Price and Preference.

Mandatory Requirements are as follows:

- 1) For natural persons: A certified copy of the applicant's barcoded South African Identity Document must be submitted and for juristic persons (e.g., companies, trusts, or other legal entities): The following documentation must be submitted:
 - a. A certified copy of the entity's unabridged registration certificate.
 - b. Certified copies of the South African Identity Documents of all members, directors, or partners; and
 - c. A formal resolution appointing the authorized representative to act on behalf of the entity
- 2) Proof of funding
- 3) Pricing Schedule

b. Phase 2: Price Evaluation Criteria

i. Applicable Point System

- 1) 80/20 preference point system will apply to this bid, as the estimated value of the income-generating contract does not exceed the Rand value of R50 million.

ii. Price and Preference

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

Criteria	Points
Price	80
Specific Goals: Enterprises with B-BBEE Procurement Recognition	20
Total points for Price and Specific Goals	100

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

- 3) A maximum of 20 points will be allocated for preference in terms of 80/20 preference point system. Preference points will be awarded to bidders located adjacent to the Mountain Zebra National Park, in accordance with the Specific Goals Preference Points table provided below

The specific goals allocated points in terms of this tender	Source Documents to be used for Evaluation	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality / Proximity to Mountain Zebra National Park boundaries	<ul style="list-style-type: none"> Recent municipal utility bill not older than three months/ Letter from traditional authorities confirming business address not older than three months/ Signed and valid Lease agreement/ Company registration documents indicating local address 	<p>Total points: 20</p> <p>Entities located within the Mountain Zebra National Park boundaries</p> <p>0-100km = 20 points 101-200km = 10 points 201-300km = 5 points Above 300km = 0 points</p>	

SANParks reserves the right to verify the location of the bidder. Points will only be awarded if sufficient, verifiable documentation is provided

13) 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). Price must include annual escalation rate.
- (2) The bidder's pricing must remain fixed for a minimum period of 180 days, commencing the day after the bid closing date. SANParks reserves the right to enter negotiations with the recommended bidder prior to contract signing, if deemed necessary.

a. PRICE SCHEDULE: STAPELBERG KRAAL FARM

LEASING OF STAPELBERG KRAAL FARM FOR A PERIOD OF FIVE (5) YEARS			
ITEM NO	ITEM DESCRIPTION	RENTAL PRICE PER MONTH	TOTAL RENTAL PRICE FOR ONE YEAR
1	Total Bid Price for Year One		R
2	Total Bid Price for Year Two (Including Escalation Of 6% Per Annum)		R
3	Total Bid Price for Year Three (Including Escalation Of 6% Per Annum)		R
4	Total Bid Price for Year Four (Including Escalation Of 6% Per Annum)		R
5	Total Bid Price for Year Five (Including Escalation Of 6% Per Annum)		R
TOTAL BID AMOUNT FOR FIVE YEARS			R



SOUTH AFRICAN NATIONAL PARKS

BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state?	YES	NO

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

Full Name	Identity Number	Name of State Institution

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

- 2.2.1 If so, furnish particulars: _____

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

- 2.3.1 If so, furnish particulars _____

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

3. DECLARATION

I, the undersigned (Name) _____

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National 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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022		SBD 6.1
<p>This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.</p> <p>NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.</p>		
1. GENERAL CONDITIONS		
1.1	The following preference point systems are applicable to invitations to tender:	
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	
1.1.2	the 90/10 system for requirements with a Rand value above R50,000,000.00 (all applicable taxes included).	
1.2	To be completed by the organ of state	
a)	The applicable preference point system for this tender is the 80/20 preference point system.	
1.3	Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:	
	(a)	Price; and
	(b)	Specific Goals
1.4	To be completed by the organ of state:	
	The maximum points for this tender are allocated as follows:	
		POINTS
	PRICE	80
	SPECIFIC GOALS	20
	Total points for Price and Specific Goals	100
1.5	Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.	
1.6	The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.	
2. DEFINITIONS		
(a)	“tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;	
(b)	“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;	
(c)	rand value means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;	
(d)	“tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and	
(e)	“the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).	

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

Preference points will be awarded to bidders located adjacent to the Mountain Zebra National Park boundaries, in accordance with the Specific Goals Preference Points table provided below:

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) To be completed by the organ of state)	Number of points claimed (80/20 system)
	Within 0–100 km radius of the Mountain Zebra National Park boundary	20	
	Within 101–200 km radius of the Mountain Zebra National Park boundary	10	
	Within 201–300 km radius of the Mountain Zebra National Park boundary	5	
	Above 300km radius of the Mountain Zebra National Park boundary	0	
Source Documents to be submitted to claim for preference points: <ul style="list-style-type: none"> Recent municipal utility bill not older than three months/ Letter from traditional authorities confirming business address not older than three months/ Signed and valid Lease agreement/ Company registration documents indicating local address 			

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

☐

Personal Liability Company

☐

One-person business / sole propriety

☐

(Pty) Limited

☐

Close corporation

☐

Non-Profit Company

☐

Public Company

☐

State Owned Company

☐

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.

**SURNAME AND
NAME**

DATE:

ADDRESS:

SIGNATURE(S) OF TENDERER(S)

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 charges to the factory in the Republic where the supplies covered by the bid will be

	<p>manufactured.</p> <p>1.17. “Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. “Project site”, where applicable, means the place indicated in bidding documents.</p> <p>1.21. “Purchaser” means the organization purchasing the goods.</p> <p>1.22. “Republic” means the Republic of South Africa.</p> <p>1.23. “SCC” means the Special Conditions of Contract.</p> <p>1.24. “Services” means those functional services 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. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
GCC2	<p>2. Application</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>3. General</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 www.treasury.gov.za</p>
GCC4	<p>4. Standards</p>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<p>5. Use of contract documents and information</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 performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>

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

	<p>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. Delivery and Documentation</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. Insurance</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. Transportation</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. Incidental services</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. Spare parts</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>15. Warranty</p>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most</p>

	<p>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	16. Payment
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	17. Prices
	<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	18. Contract amendment
	<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	19. Assignment
	<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	20. Subcontract
	<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	21. Delays in supplier's performance
	<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</p>

	<p>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	22. Penalties
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	23. Termination for default
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods 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 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</p>

	<p>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	<p>24. Anti-dumping and countervailing duties and rights</p>
	<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	<p>25. Force Majeure</p>
	<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	<p>26. Termination for insolvency</p>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	<p>27. Settlement of disputes</p>
	<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	<p>28. Limitation of liability</p>
	<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	<p>29. Governing language</p>
	<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	<p>30. Applicable law</p>
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	<p>31. Notices</p>
	<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	<p>32. Taxes and duties</p>
	<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 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. National Industrial Participation Programme</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. Prohibition of restrictive practices</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>