



**Invitation to Bid for the  
Appointment of a service provider to render Aerial Fire Fighting support services  
in the Cape Region (Table Mountain National Park; West Coast National Park;  
Tankwa National Park; Bontebok National Park; Agulhas National Park)**

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<b>Bid Number</b>	GNP-017-22
<b>Advert Date</b>	07 October 2022
<b>Issuer</b>	South African National Parks
<b>Closing date and time</b>	Date: 28 October 2022 Time: 11:00am

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

The bid box is generally open 24 hours a day, 7 days a week at the below delivery address.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND ITS REGULATIONS; THAT IS; PPPFA REGULATIONS OF 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS</b>				
<b>BID NUMBER:</b>	GNP-017-22	<b>CLOSING DATE:</b>	28 October 2022	<b>CLOSING TIME:</b> 11:00am
<b>DESCRIPTION</b>	Appointment of a service provider to render aerial firefighting support services in the Cape Region (Table Mountain National Park; West Coast National Park; Tankwa National Park; Bontebok National Park; Agulhas National Park)			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>				
643 LEYDS STREET, MUCKLENEUK, PRETORIA ( <b>MAIN GATE: TENDER BOX</b> )				
<p><b>NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above. No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail.</b></p> <p>There shall be <b>no public opening</b> of the Bids received.</p> <p><b>No late submissions will be accepted.</b></p>				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Meagan du Plessis		CONTACT PERSON	Philip Prins
TELEPHONE NUMBER	021 712 0527		TELEPHONE NUMBER	083 961 5046
E-MAIL ADDRESS	<a href="mailto:Meagan.duplessis@sanparks.org">Meagan.duplessis@sanparks.org</a>		E-MAIL ADDRESS	<a href="mailto:Philip.prins@sanparks.org">Philip.prins@sanparks.org</a>
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR 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 PART B:3]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
☐ YES ☐ NO

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

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 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, 2017, 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 AN 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](http://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.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution

DATE: .....

***Bidders are not allowed to contact any other SANParks staff in the context of this tender other than the indicated officials under SBD 1 above or as mentioned under “correspondences”.***

<b>Bid Validity</b>	<b>Validity Period From Date Of Closure:</b>	<b>150 Days</b>
	The tender proposal must remain valid for at least 150 days after the tender due date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period of one hundred and fifty (150) days after closing date.	

## **CORRESPONDENCES**

### **Queries**

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

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

**Department:** Supply Chain Management

**Contact Person:** Ms Meagan Du Plessis

**Tel:** 021 712 0527

**E-mail address:** [meagan.duplessis@sanparks.org](mailto:meagan.duplessis@sanparks.org)

## CONDITIONS AND INSTRUCTION TO THE BIDDER

- a) The Bid forms should not be retyped or redrafted but photocopies may be prepared and used.
- b) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
- c) Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- d) Counter Conditions: SANParks draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.
- e) Response preparation costs: SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
- f) Cancellation prior to awarding: SANParks reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.
- g) Collusion, Fraud and corruption: Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
- h) Fronting: SANParks, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SANParks establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist? Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SANParks may have against the bidder concerned.
- i) The Service Provider will provide proof of Public Liability Insurance cover of not less than R30 000 000 upon award.

**NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**

**INTENTION TO SELL**

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

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

**DISCLAIMERS**

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

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

*SANParks is in no way selling the bid document, all documents shall be found on the SANParks website and e-Tender 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 for contract signing	<b>TWO</b>
<b>Electronic Copy</b> of the original document in PDF (flash drive)	<b>ONE</b>
<p>Bid documents must contain <b>two original documents, initialled on each page</b> thereof and <b>signed where required (<u>two separate envelopes: one for Pricing and the other for Technical document</u>)</b>.</p> <p>A <b>digital version on USB/Memory stick</b> containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract.</p>	

## RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:	
Invitation to Bid (SBD 1) must be fully completed and signed.	
Submission of fully completed Pricing Schedule [SBD 3.1]	
Submission of fully completed SBD 4 (Bidder's disclosure).	(Refer to Annexure A)
Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate or Certified B-BBEE Sworn Affidavit.	(Refer to Annexure A)
Submission of fully completed SBD 7.2 (Contract Form)	(Refer to Annexure A)
General Conditions of a Contract	(Refer to Annexure A)

## CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE

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

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

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

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

## **THE BIDDING SELECTION PROCESS**

### Evaluation phases

Phase 1: Mandatory evaluation criteria

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response with supporting evidence. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement.

Failure to comply with Mandatory Requirements may lead to the bidder being disqualified, and not considered for further evaluation on the Price and Preference requirements.

<b>Description of requirement</b>	<b>Indicate COMPLY/NOT COMPLY</b>	<b>Comment or reference to proposal</b>
<b>GENERAL</b> <b>To provide aerial fire-fighting support services to the Parks in the Cape Region:</b>		
<b>CRITERIA 1:</b> Service Provider must be an accredited aerial support service provider fully registered with the South African Civil Aviation Authority (SACAA) as a licenced operator to perform G8 Fire Spotting, Control and Fighting and G15 Under Sling and Winching Services.		
<b>CRITERIA 2:</b> Service Provider must submit the Aircraft Operators Certificate (AOC) which is in the name of the Bidder.		

## Phase 2: Technical/Functional evaluation criteria

In this phase all bids that met all the requirements in terms of the submitted proposal per the above set of mandatory requirements will be evaluated as follows:

Qualification Threshold – Bidders must achieve 70% per the criteria for consideration to the next phase. Bidders who fail to comply with the set minimum threshold of 70% per the technical requirements will be eliminated.

No	FUNCTIONALITY CRITERIA	WEIGHTING FACTORS	POINTS	DOCUMENTS TO BE SUBMITTED	MAXIMUM POINTS TO BE AWARDED
1.	Company years of experience in aerial fire fighting	50	5	<p>Bidders to indicate the years they have rendered the services. The following documents should be submitted; Proof of signed contracts and signed Reference letters:</p> <ul style="list-style-type: none"> <li>• On client letter head.</li> <li>• To reflect name of service provider</li> <li>• Period of contract</li> <li>• Value of contract</li> </ul> <p>Relevant Reference Letters</p> <p>List of three contactable / traceable references not older than 36 months that you are:</p> <p>* Currently engaged with</p> <p>* Provided services to in the past</p> <p>NB: Bidder need to have more than 5 years of experience</p>	<p>0=Less than 12 months in rendering aerial fire-fighting services</p> <p>1=More than 12 months but less than five (5) years in rendering aerial fire-fighting services</p> <p>3=More than five (5) years but less than ten (10) years in rendering aerial fire- fighting services</p> <p>5=More than ten (10) years in rendering aerial fire-fighting services</p>

No	FUNCTIONALITY CRITERIA	WEIGHTING FACTORS	POINTS	DOCUMENTS TO BE SUBMITTED	MAXIMUM POINTS TO BE AWARDED
				executing relevant projects.  Reference letters as obtained from the organisations in which projects were executed to be attached	
2.	Capacity (Type 2 helicopters) and spotter available to render aerial fire-fighting service	20	5	Bidders to submit list of available aircrafts listed below, G8 Fire Spotting, Control and Fighting and G15 Under Sling and Winching Services	1=1 (one) Type 2 helicopter and spotter leased from another company  3=1 (one) Type 2 helicopter and spotter owned by the company  5=2 (two) or more Type 1 helicopters and spotter available as well as additional aircraft on a Call When Needed Basis
3.	Capacity and experience of pilots available to service the Parks in relation to the Project	20	5	Bidders to submit CVs, Air maestro of pilots indicating their training and experience with regard to aerial fire fighting	1=1 (one) pilot with less than 5 years' experience in aerial fire-fighting  3=2 (two) pilots with less than 5 years' experience in aerial fire fighting  5=2 (two) or more pilots with more than 5 years' experience in aerial fire-fighting
4.	Implementation Plan	10	5	Bidders to submit Implementation plan to indicate capacity of the company, track record of experience as well as reputation with clients	0=No implementation plan attached  3= Implementation plan attached but the profile does not give any information showing the strength of the company to be able to meet or execute scope of work  5= Implementation plan attached and gives indication of the

No	FUNCTIONALITY CRITERIA	WEIGHTING FACTORS	POINTS	DOCUMENTS TO BE SUBMITTED	MAXIMUM POINTS TO BE AWARDED
					company's strength to be able to execute the scope of work in questions. Gives indication of previous projects executed as well as proof of qualified personnel (pilots and flight crew) able to execute the project

### 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 **technical requirements** as stipulated in the RFB document;
- misrepresented or altered material information in whatever way or manner;
- promised, offered or made gifts, benefits to any SANParks employee;
- canvassed, lobbied in order to gain unfair advantage;
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

**TERMS OF REFERENCE – APPOINTMENT OF A SERVICE PROVIDER TO  
RENDER AERIAL FIRE FIGHTING SUPPORT SERVICES IN THE CAPE REGION  
(TABLE MOUNTAIN NATIONAL PARK; WEST COAST NATIONAL PARK; TANKWA  
NATIONAL PARK; BONTEBOK NATIONAL PARK; AGULHAS NATIONAL PARK)**

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**INTRODUCTION TO SANPARKS**

SANParks was initially established in terms of the now repealed National Parks Act, 57 of 1976 and continue to exist in terms of the National Environmental Management: Protected Areas Act, 57 of 2003; with the mandate to conserve; protect; control; and manage national parks and other defined protected areas and their biological diversity (Biodiversity). As a public entity, SANParks is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999), and it is listed as Schedule 3 Part A: 25 public 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
Cape	Cape Town	Table Mountain, Agulhas, West Coast, Tankwa Karoo, Bontebok
Garden Route	Knysna	Garden Route National Park (Tsitsikamma Section, Knysna Section and Wilderness Section).
Frontier	Port Elizabeth	Addo, Camdeboo, Mountain Zebra, Karoo
North	Pretoria, Head Office	Golden Gate, Marakele, Mapungubwe,
Kruger National Park	Skukuza	35 Various Camps
Administrative		Groenkloof (Head Office) Kimberley, Graspan, Vaalbos

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

### **BUSINESS UNIT RESPONSIBLE FOR THE BID**

The Fire Management Department of Table Mountain National Park (TMNP) is situated at the Newlands Fire Base and is responsible for Integrated Fire Management within the Park. The Fire Management Department supervises the employment of approximately 45 contract fire-fighters and also makes use of dedicated fire-fighting vehicles, not only for fire suppression, but also for prescribed burning. The Park attend to anything between 60 – 120 fire incidents on an annual basis and the use of helicopters to assist ground crews are highly valued for initial attack, and in combination with trained and equipped fire-fighters, the chances of containing and extinguishing runaway wildfires are becoming more regular.

### **CONTEXT OF THIS PROCUREMENT**

National Parks within the Cape Region are situated within a natural fire prone ecosystem and faces an annual challenge of dealing with devastating and costly wildland fires. The outcome of this Bid is to ensure that adequate aerial fire-fighting capability exists throughout the Cape Region to assist National Parks when dealing with wildland fires, especially on the Wildland Urban Interface (WUI).

In light of the above, SANParks intends to appoint a SERVICE PROVIDER to provide Aerial Fire Fighting Support Services as per the below Contract Period.

The successful SERVICE PROVIDER must be an accredited aerial support service provider fully registered with the South African Civil Aviation Authority (SACAA) as a licenced operator to perform *G8 Fire Spotting, Control and Fighting and G15 Under Sling and Winching services (Air Service Licensing Act, 1990 – Act No 115 of 1990)*. The Aircraft Operators Certificate (AOC) must be in the name of the Bidder, **failure to submit the AOC will result in the disqualification of the Bid.**

SANParks requires the services of one (1) helicopter and one (1) spotter for the high fire season for the duration of the contract period on a standby basis:

**Table 1.**

<b>LOCATION</b>	<b>HELICOPTER TYPE 2 (AT LEAST 1200L CAPACITY)</b>	<b>FIXED WING COMMAND AND CONTROL AIRCRAFT (SPOTTER)</b>
Newlands Fire Base	1	-
TBC	-	1

## **CONTRACT PERIOD**

The hiring of the Aircraft will be for a period of five (5) years.

The service provider will be requested to make the Aircraft available to SANParks between the 10<sup>th</sup> November and 30<sup>th</sup> April (with the possibility of extending the services until the 10<sup>th</sup> May) of each year.

## **SPECIFICATIONS/SCOPE OF WORK**

### **1. DUTIES OF THE SERVICE PROVIDER**

- 1.1. The SERVICE PROVIDER must be able to provide SANParks with 1 (one) Type 2 helicopter with at least 1200L capacity as well as fixed wing command and control aircraft (spotter).
- 1.2. The SERVICE PROVIDER must on request from SANParks be able to make available additional aircraft (helicopters) on a Call When Needed Basis.
- 1.3. Throughout the Hiring Periods the SERVICE PROVIDER shall ensure that the Aircraft is properly maintained and that the same is serviced and overhauled in accordance with the Civil Aviation maintenance schedules as approved by the Civil Aviation Authority in the Aircraft's country of origin and as approved by the Commissioner for Civil Aviation of the Republic of South Africa at the SERVICE PROVIDER's own expense. The SERVICE PROVIDER shall provide SANParks with satisfactory proof of this on request.

- 1.4. SANParks shall afford the SERVICE PROVIDER or his agent an opportunity to inspect all parking and landing facilities employed by SANParks for the Air Services and to satisfy itself that they meet the operational and safety requirements as stipulated by the Commissioner for Civil Aviation. If the SERVICE PROVIDER is not so satisfied then SANParks shall rectify the shortcomings prior to the commencement date of any Agreement entered into between SANParks and the SERVICE PROVIDER.
- 1.5. The SERVICE PROVIDER shall at its own cost and expense provide the necessary competent flight crew (as per flight manual) required for the Aircraft in order to fulfil its obligations in supplying the Air Service to SANParks. The SERVICE PROVIDER hereby warrants that it is aware of the qualifications required of the pilots flying the Aircraft and that the pilots and flight crew employed by it to render the Air Services to SANParks as required in terms of this Bid possess such qualifications, are properly trained, licensed and qualified to render the said Services.
- 1.6. The SERVICE PROVIDER shall remain the general employer of the flight crew members and no obligation shall be placed upon SANParks to observe the provisions of any statutory laws regulating the relationship between the SERVICE PROVIDER and the flight crew members.
- 1.7. The costs pertaining to the landing and parking fees for the Aircraft, where applicable, for the duration of the Hiring Periods shall be borne by SANParks. During the Hiring Periods the Aircraft shall be parked, while awaiting call outs, on the helipad at Newlands Fire Base, Union Avenue, Newlands, Cape Town, or at any other location identified by SANParks.
- 1.8. If for any reason the helicopter is out of service, the SERVICE PROVIDER must provide an equivalent replacement helicopter for the duration of this period at the approved tariff.
- 1.9. The SERVICE PROVIDER must ensure that enough fuel is available for incidents and an Aerial Support Vehicle must be available to accompany helicopter if necessary.
- 1.10. SANParks shall pay no ferry fees whether to or from the Western Cape to the SERVICE PROVIDER for the duration of the services.

- 1.11. SANParks shall provide accommodation to the SERVICE PROVIDER at no cost on condition that the SERVICE PROVIDER makes available 4 (four) hours of flying time for training purposes to SANParks during each Hiring Period.

## **2. CONDITIONS RELATING TO THE USE OF THE AIRCRAFT**

- 2.1. The SERVICE PROVIDER or its flight crew shall have the sole discretion as to whether or not conditions relating to the operation of the Aircraft are favourable or not. Should the SERVICE PROVIDER or its employees decide that conditions relating to weather or light and the like are unfavourable or dangerous, they may decide in their own discretion not to operate the Aircraft aforesaid.
- 2.2. The SERVICE PROVIDER shall begin operating the Air Service on the commencement date of the above mentioned Hiring Period.
- 2.3. The SERVICE PROVIDER shall only allow competent and properly trained and licensed pilots to operate the Aircraft for the purpose of conducting the Air Service.
- 2.4. The SERVICE PROVIDER undertakes to keep up-to-date all log books and other records in connection with the Aircraft so leased which are required by Statute or official regulations in force from time to time.
- 2.5. It is specifically recorded that SANParks will co-ordinate all requests for the use of the Aircraft for firefighting and that all such requests be documented in a "Captains Log Book" and signed by the Captain of the Aircraft and the Incident Commander of SANParks on duty.
- 2.6. The SERVICE PROVIDER's Aircraft flight crews will be responsible to ensure that the quality of the fuel is in accordance with the requirements of the Aircraft operating manual, and that all fuel issues and replenishment are properly recorded and accounted for. The SERVICE PROVIDER shall be liable for all costs of fuel required to operate the Aircraft for the purpose of providing the Aircraft Services.

- 2.7. The SERVICE PROVIDER shall ensure that the Aircraft is fitted with the necessary equipment to allow the Aircraft to be used for Fast Roping (Fast Rope Insertion Extraction System – FRIES). The Fast Roping equipment (gantry, ropes, etc.) will be supplied by SANParks. Such equipment shall only be installed and utilized once all the technical installation and operational requirements have been met, as per the requirements of South African Civil Aviation Authority.
- 2.8. The helicopter must have a suitable chemical tank on board to supply chemicals to the bambi bucket.
- 2.9. From time to time the helicopter will also be used for trooping or reconnaissance and must be able to accommodate a minimum of six (6) fire-fighters/personnel at any time.
- 2.10. The SERVICE Provider on request from SANParks will also make available additional aircraft on a “Call When Needed Basis.” The “Call When Needed Basis” will include Type 4 Helicopters (Small Helicopters such as the Bolkow 105 Messerschmitt or similar); additional Type 2 Helicopters (Medium Size helicopters such as the Bell 205 UH-1H HUEY helicopter) and Type 1 Helicopters (Large Helicopters such as the Blackhawk).

### 3. **CREW STANDBY REQUIREMENTS**

- 3.1 The SERVICE PROVIDER shall at all times ensure that the following standby requirements are met:
  - 3.1.1 Standby by the Aircraft flight crew will be determined by the daily Fire Danger Index (FDI) forecasts which will be provided twice a day by the TMNP Newlands Dispatch Centre.
  - 3.1.2 The Aircraft flight crew will be on standby on a daily basis as follows:
    - 3.1.2.1 Forecast FDI – CODE BLUE: Crew will be deemed to be off duty
    - 3.1.2.2 Forecast FDI – CODE GREEN: Crew on one (1) hour call
    - 3.1.2.3 Forecast FDI – CODE YELLOW and above: Helicopter crew shall be on standby at Newlands Quarters as requested by SANParks Incident Commander and in terms of regulations governing aircrew flight and duty periods.
    - 3.1.2.4 The Incident Commander, should it deem it necessary, may request that the Aircraft remains on standby at a location other than Newlands Fire Base.

#### **4 DISPATCH AND COORDINATION**

- 4.1 SANParks will provide the necessary infrastructure in terms of a desk top computer, trunking radios, air band radios, telephone, copier/scanner facilities as well as Internet Access.
- 4.2 The SERVICE PROVIDER will appoint Dispatcher(s) at no additional cost to SANParks. Dispatchers will be employed as follows; 2 (two) Dispatchers as from the 01<sup>st</sup> December – 30<sup>th</sup> April and one (1) Dispatcher from 01<sup>st</sup> May – 30 November.
- 4.3 The Newlands Dispatch Centre will dispatch and co-ordinate the movements of all SANParks resources, i.e. not only aerial resources but also crews from TMNP Contract fire-fighters; crews from WoF and the Volunteer Wildfire Services (VWS) during fire suppression activities.
- 4.4 The Dispatcher(s) will be responsible for the following:
  - 4.4.1 Dispatch the necessary resources to fight fires within the geographical area of the Cape Region.
  - 4.4.2 Request additional resources from other Dispatch Centres at the request of the TMNP Incident Commander.
  - 4.4.3 Liaise with the City of Cape Town Fire and Rescue Services Regional Fire Control, regarding reporting of a fire, status of a fire and the deployment of resources at a fire.
  - 4.4.4 Keep an events log of the entire operation, complete the necessary fire reports as well as all other reports in terms of the SANParks dispatch procedures.
  - 4.4.5 Disseminate daily current weather and FDI weather forecasts to the Aircraft crew.
  - 4.4.6 The Newlands Dispatch Centre will be manned from 10h00 to 18h00 daily unless:
    - 4.4.6.1 The FDI is Blue then the Dispatch Centre will be closed and the Dispatcher will be on cell phone availability.
    - 4.4.6.2 From first light to last light should aerial operations be active.

## **5 INSURANCE**

- 5.1 The SERVICE PROVIDER shall ensure that the Aircraft leased to SANParks is insured against all damage however caused to the Aircraft for the duration of the contract period and will indemnifies SANParks against any claim in respect of damages to the Aircraft arising out of an accident or due to any other cause howsoever arising while the Aircraft was stored, maintained, serviced, used or operated in terms of the contract period.
- 5.2 The SERVICE PROVIDER undertakes to provide public liability insurance cover to the reasonable satisfaction of SANParks, but not less than twenty million rand (R20 000 000) covering the SERVICE PROVIDER's liability arising to any third party for any and all damage caused from any cause howsoever arising whilst the Aircraft is on the ground or in flight, taking-off, landing, or otherwise used, stored, maintained, operated in any manner or for any purpose contemplated during the contract period.

## **6 STORAGE OF AIRCRAFT**

- 6.1 While the Aircraft is parked at the helipad of Newlands Fire Base, Newlands Forest, Union Avenue, Newlands, Cape Town, it shall be at the SERVICE PROVIDER's risk. The SERVICE PROVIDER will waive all claims against SANParks for any loss or damage to the Aircraft whether caused by the negligence or otherwise of the CLIENT or its employees. The provisions of this Clause apply to the Hiring Periods as well as to any other periods of time during which the Aircraft may be parked at the Newlands Fire Base.

## DETAILED PRICING – SBD 3.1 (Firm Unit prices)

Pricing Schedule for the Duration of the Contract:

Table 2:

Type of Aircraft	Call When Needed*	Monthly Standing Charge	Rate per flying hour	Water carrying capacity
Type 1 Helicopter	*	N/A		
Type 2 Helicopter				
Type 4 Helicopter	*	N/A		
Spotter				N/A
Fixed Wing Bomber	*	N/A		
ASV	N/A	N/A	Price/km	N/A
Chemicals	N/A	N/A	Price/L	N/A

Monthly Standing Charge: SANParks shall pay the SERVICE PROVIDER standing charges per month payable in advance on the first working day of the month following presentation of the invoice on the 20<sup>th</sup> day of the previous month.

Operational Flying Hours: Over and above the aforesaid Monthly Standing Charge, SANParks shall pay an hourly rate (which will be a wet rate where the SERVICE PROVIDER pays the fuel) for the utilization of the Aircraft as shown in Table 2.

Should any additional aerial firefighting resources be required in terms of the Call When Needed Basis, the SERVICE PROVIDER will supply the aircraft to SANParks according to the rates supplied in Table 2.

Flying time is to be measured with a Hobbs meter or similar instrument which is fitted to the aircraft.

SANParks will pay the SERVICE PROVIDER per litre for fire suppressant chemicals supplied by the SERVICE PROVIDER based on a 0.5% concentration per volume of water delivered.

SANParks shall pay the SERVICE PROVIDER per km for the use of the Aerial Support Vehicle (ASV) when used to refuel the aerial resources.

Bidders are required to provide a detailed and comprehensive price proposal i.e. all costs associated with the bidder's proposal must be clearly specified and included in the Total Bid Price.

Details	quantity	Unit cost(if any)	Rate(if any)	Total, including VAT
<p><i>Price quoted is fully inclusive of all costs including and other overheads, delivery to the specified SANParks Business Unit geographical address and includes value-added tax, income tax, unemployment insurance fund contributions, and skills development levies.</i></p> <p><i>Price changes whether as a result of CPI, PPI, extensions or expansions will be allowed in terms of the signed contract by both parties.</i></p>				

**TOTAL BID PRICE (VAT Inclusive): R.....**

((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).

## ANNEXURE A – STANDARD BIDDING DOCUMENTS

### SBD 4

#### BIDDER'S DISCLOSURE

##### 1. PURPOSE OF THE FORM

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

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

##### 2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

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<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.

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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<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.

the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 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.
- 3.5 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.
- 3.6 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 bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT POLICY FRAMEWORK ACT 5, 2000 AND ASSOCIATED  
REGULATIONS**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE  
GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN  
RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL  
PROCUREMENT POLICY FRAMEWORK ACT 5, 2000 AND ASSOCIATED  
REGULATIONS.**

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**1. GENERAL CONDITIONS**

**1.1** The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

**1.2**

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

**1.3** Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) “**proof of B-BBEE status level of contributor**” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### **3. POINTS AWARDED FOR PRICE**

#### **3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

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

$P_t$  = Price of bid under consideration

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

#### **4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- 4.1** In terms of Paragraph 2 (1) of the Preferential Procurement Policy Framework Act, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### **5. BID DECLARATION**

- 5.1** Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### **6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PPPFA,2000**

- 6.1** B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

(Points claimed in respect of Paragraph 6.1 must be in accordance with the table reflected in Paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

**7.1** Will any portion of the contract be sub-contracted?

***(Tick applicable box)***

YES		NO	
-----	--	----	--

**7.1.1** If Yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE:

***(Tick applicable box)***

YES		NO	
-----	--	----	--

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

**8.1** Name of  
Company/Firm:.....

**8.2** VAT Registration  
Number:.....

**8.3** Company Registration  
Number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**8.7** Total number of years the company/firm has been in business: .....

**8.8** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 4.1 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

### CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to RFQ
    - Pricing schedule(s);
    - Bidders Disclosure;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Policy Framework Act 5, 2000
  - (ii) General Conditions of Contract;
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT): .....

CAPACITY: .....

SIGNATURE: .....

NAME OF FIRM: .....

DATE: .....

WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity  
as.....  
accept your bid under reference number  
.....dated.....for the rendering of services indicated  
hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the  
terms and conditions of the contract, within 30 (thirty) days after receipt of an  
invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## GENERAL CONDITIONS OF CONTRACT

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

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

GCC1	<p><b>1. Definitions - The following terms shall be interpreted as indicated:</b></p> <p>1.1. <b>“Closing time”</b> means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. <b>“Contract”</b> means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. <b>“Contract price”</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. <b>“Corrupt practice”</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. <b>“Countervailing duties”</b> imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. <b>“Country of origin”</b> means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. <b>“Day”</b> means calendar day.</p> <p>1.8. <b>“Delivery”</b> means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. <b>“Delivery ex stock”</b> means immediate delivery directly from stock actually on hand.</p>
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	1.10.	<b>“Delivery into consignees store or to his site”</b> 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.	<b>"Dumping"</b> 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.	<b>"Force majeure"</b> 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.	<b>“Fraudulent practice”</b> 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.	<b>“GCC”</b> mean the General Conditions of Contract.
	1.15.	<b>“Goods”</b> 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.	<b>“Imported content”</b> means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
	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.
	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.
	1.19.	<b>“Order”</b> means an official written order issued for the

	<p>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	<b>2. Application</b>
	<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	<b>3. General</b>
	<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	<b>4. Standards</b>
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	<b>5. Use of contract documents and information</b>
	<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	<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>
	<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</p>

	<p>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	<p><b>8. Inspections, tests and analyses</b></p>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p>

	<p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense 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	<b>9. Packing</b>
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	<b>10. Delivery and Documentation</b>
	<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	<b>11. Insurance</b>
	<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	<b>12. Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	<b>14. Spare parts</b>
	<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> <ul style="list-style-type: none"> <li>14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this</li> </ul>

	<p>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	<b>15. Warranty</b>
	<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	<b>16. Payment</b>
	<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	<b>17. Prices</b>
	<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	<b>18. Contract amendment</b>
	<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	<b>19. Assignment</b>
	<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	<b>20. Subcontract</b>
	<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	<b>21. Delays in supplier's performance</b>
	<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	<b>22. Penalties</b>
	<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</p>

	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.
GCC23	<b>23. Termination for default</b>
	<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 control over the enterprise of the first-mentioned person, and with which enterprise or person the first-</p>

	<p>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</p>

	other amount which may be due to him
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 right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
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</p>

	<p>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 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	<b>33. National Industrial Participation Programme</b>
	<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	<b>34. Prohibition of restrictive practices</b>
	<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)</p>

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

	<p>in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not:</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent.</li> <li>(b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or</li> <li>(c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> <li>(a) Disclose the confidential information to any third party, or</li> <li>(b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> </ul> <p>The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</p> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> <li>(a) Was independently developed by the recipient prior to its involvement with SANParks or in the possession of the recipient prior to its involvement with SANParks;</li> <li>(b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> <li>(c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from SANParks, or</li> <li>(d) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform SANParks of such requirement prior to any disclosure.</li> </ul> <p>The recipient shall within one (1) month of receipt of a written request from SANParks to do so, return to SANParks all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) All written disclosures received from SANParks;</li> <li>(b) All written transcripts of confidential information disclosed verbally by the SANParks; and</li> <li>(c) All material embodiments of the contract intellectual property.</li> </ul> <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p>
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	Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.
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