



INVITATION TO BID FOR THE APPOINTMENT OF A OF SERVICE PROVIDER(S) NOT EXCEEDING TWO (02) PER CATEGORY FOR SUPPLY AND DELIVERY OF LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING EQUIPMENT AND HYGIENE PRODUCTS IN THE KRUGER NATIONAL PARK FOR A PERIOD OF FIVE (5) YEARS

Bid Number	KNP-006-23						
Advert Date	12 October 2023						
Issuer	South African National Parks						
Closing date and time	Date:17 November 2023 Time:11:00am						
NB! BIDDERS CAN BID FOR ANY OF THE BELOW CATEGORIES							
Laundry Chemicals	Tick <input type="checkbox"/>	Cleaning Chemicals	Tick <input type="checkbox"/>	Cleaning Equipment	Tick <input type="checkbox"/>	Hygiene Products	Tick <input type="checkbox"/>

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

The bid box is generally open 5 days a week Monday to Friday from (08h00 -16h00)(during office hours only) at the below physical delivery address

SUPPLY CHAIN MANAGEMENT UNIT
PROCUREMENT OFFICE
SKUKUZA ADMIN BLOCK
KRUGER NATIONAL PARK

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, PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

supply and delivery of laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products for a period of five (5) years in the Kruger National Park

Bid No. – KNP-006-23

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS					
BID NUMBER:	KNP-006-23	CLOSING DATE:	17 November 2023	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of service provider(s) not exceeding two (02) per category for the supply and delivery of laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products for a period of five (5) years in the Kruger National Park				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
SUPPLY CHAIN MANAGEMENT UNIT- PROCUREMENT OFFICE SKUKUZA ADMIN BLOCK KRUGER NATIONAL PARK					
<p>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.</p> <p>There shall be no public opening of the Bids received.</p> <p>No late submissions will be accepted and SANParks will not be held accountable should your couriered documents arrive late.</p>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO		
CONTACT PERSON:	Latani Ramalivhana		CONTACT PERSON:	Stephen Nel	
TELEPHONE NUMBER:	013 735 4311		TELEPHONE NUMBER:	013 735 6012	
E-MAIL:	Latani.ramalivhana@sanparks.org		E-MAIL:	stephen.nel@sanparks.org	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS					
TAX COMPLIANCE SYSTEM PIN:			CENTRAL SUPPLIER DATABASE No:	MAAA	
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?			2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		
		Yes		No	
[IF YES ENCLOSE PROOF]			[IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	

supply and delivery of laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products for a period of five (5) years in the Kruger National Park

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DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐

YES

☐

NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐

YES

☐

NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐

YES

☐

NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐

YES

☐

NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: _____

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

DATE: _____

Bidders are not allowed to contact any other SANParks staff in the context of this tender other than the indicated officials under SBD1 above or as mentioned under "correspondences SBD 1 above or as mentioned under "correspondences

supply and delivery of laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products for a period of five (5) years in the Kruger

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Briefing Session	There will be no briefing session; however, bidders must email their SCM and technical queries to above mentioned officials (Refer to SBD 1) no later than 6 November 2023 , whereafter SANParks will provide a response to the questions on the SANParks website and e-tender portal under the tender's portal.	
	Validity Period from date of closure	150 Days
	The tender proposal must remain valid for at least 150 days after the tender due date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period of one hundred and fifty (150) days after closing date.	

CORRESPONDENCES - QUERIES

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

Any queries regarding the bidding procedure may be directed to:

Department: Supply Chain Management
Contact Person: Mr. Latani Ramalivhana
Tel: 013 735 4311
E-mail address: Latani.Ramalivhana@sanparks.org

CONDITIONS AND INSTRUCTION TO THE BIDDER

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

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

INTENTION TO SELL

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

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

DISCLAIMERS

SANParks has produced this document in good faith. SANParks, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SANParks is permitted by law, SANParks will not be liable for any claim whatsoever and howsoever 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 regards 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 ORIGINAL bid documents for contract signing	TWO
Electronic Copy of the original document in PDF (flash drive)	ONE
<p>Bid documents must contain two original documents, initialed on each page thereof and signed where required.</p> <p>A digital version on USB/Memory stick containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract.</p>	

RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION

DOCUMENTS (Standard Bidding Documents)

<p>The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements. All Standard Bidding Documents as listed in the returnable documents table must be completed in full, signed and submitted with the bid at the closing date and time of the bid. whereby a bidder may be disqualified if they do not fully comply with requirements include the following:</p>	
Invitation to Bid (SBD 1) must be fully completed and signed. Proof of authority must be submitted as per SBD1 e.g.: company resolution for the capacity under which this bid is signed	
Submission of fully completed Pricing Schedule [SBD 3.1]	
Submission of fully completed SBD 4 (Bidder's Disclosure).	(Refer to Annexure A)
<p>Submission of fully completed SBD 6.1 (Preference Claim Certificate) Accompanied by the original or certified- B-BBEE Status Level Verification Certificate B-BBEE Sworn Affidavit (download from DTIC or CIPC)</p> <p>For specific goals, please attach the following to substantiate your points claimed under SBD 6.1 for that specific goal:</p> <ul style="list-style-type: none"> • Bidder must provide proof in a form of a lease agreement, • Title deed, • Letter from a municipality <p>Letter from tribal authority or local Civic structure</p>	(Refer to Annexure A)
In a case of a Joint Venture Bidders are to provide Joint Venture Agreement. JV B-BBEE status level contributor verification certificate by SANAS accredited institution	
Full CSD Registration report	
General Conditions of Contract (GCC) initialed on every page	(Refer to Annexure A)
Submission of the SBD 7.1 (Contract Form)	(Refer to Annexure A)
List of approved and banned pesticides	(Refer to Annexure B)

supply and delivery of laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products for a period of five (5) years in the Kruger

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CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury prior to submitting their bid (open tenders). Failure to being registered on the CSD and failure to submit the requested proof of registration on CSD 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.

OCCUPATIONAL HEALTH AND SAFETY

The service provider acknowledges that he is fully aware of the provisions of the OHS Act 85 of 1993 and that he is an employer in his own right with duties and responsibilities as prescribed in the Act.

THE BIDDING SELECTION PROCESS

Evaluation Phases

The bid shall be evaluated in three (3) phases, the details of the evaluation phases are outlined below.

Phase 1	Phase 2	Phase 3
Mandatory Requirements Compliance with mandatory and other bid requirements	Functionality Bidders must achieve the set minimum threshold of 75 points as per the functional requirements	Price and Specific goals Bids evaluated in terms of the 80/20 preference system

Phase 1: Mandatory evaluation criteria

Bidder(s) responses will be evaluated based on the documents submitted under mandatory and standard bid requirements. Failure to comply with mandatory requirements will lead to the bidder being disqualified, and not considered for further evaluation on Functional requirements and Price and Preference system.

Description of requirement	Included in the published bid document	To be returned by the bidder	Bidder to tick Yes if the document is submitted
MANDATORY REQUIREMENTS			
1. Laundry and Cleaning Chemicals			
<ul style="list-style-type: none">• Relevant SANS compliance certificates, applicable to each item as specified on the specification	No	Yes	
<ul style="list-style-type: none">• Letter of undertaking if not the manufacturer of the item• or letter confirming that the bidder is the manufacturer	No	Yes	
<ul style="list-style-type: none">• Material safety data sheet (MSDS): Must be submitted for all chemicals together with a certificate of registration for the manufacture of cleaning chemicals and an agreement with the manufacturer for purchase and distribution	No	Yes	

Phase 2: 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 75 points** for consideration to the next phase. Bidders who fail to comply with the set minimum threshold of **75 points as per the functional** requirements will be eliminated.

Item No.	Selection Criteria	Required Proof/ Documents to be Submitted for Evaluation Purposes	Points	Points Allocation
1.	Delivery Capacity			
1.1	Transportation	Minimum of an 8-ton Truck <ul style="list-style-type: none">• Proof of ownership / fully lease agreement or intention to lease (intent to lease can be from a leasing company, natural person/individual and or any company) of the vehicle to be utilized in the transportation of the required commodities together with the following documentation:	20	20 Points = 2 Trucks or more with a minimum capacity of 8 ton

Item No.	Selection Criteria	Required Proof/ Documents to be Submitted for Evaluation Purposes	Points	Points Allocation
		<ul style="list-style-type: none"> Valid motor vehicle license (disk) or Valid Lease agreement (fully signed) <p>SANParks will accept a combination of vehicles with a combined load capacity of 8 tons with a minimum requirement of 4 tons per vehicle.</p>		15 Points=1 Truck with a minimum capacity of 8 ton
2.	Company Experience			
2.1	Company experience in supply and delivery of laundry chemicals or cleaning chemicals or cleaning services	<p>Bidder must have a minimum of three (3) past projects (supply and delivery of laundry chemicals or cleaning chemicals or cleaning services).</p> <p>The projects should be between 2018-2023.</p> <p>Proof must be submitted in the form of</p> <ul style="list-style-type: none"> Contracts Appointment letters 	30	<p>30 Points= 4 or more projects</p> <p>25 Points = 3 Projects</p> <p>0 Points=less than3 projects</p>

3.	Contract value				
3.1	Company experience in bulk supply and delivery of laundry chemicals or cleaning chemicals or cleaning services at a value of at least R400 000	Bidder(s) to provide reference letters from different companies/corporates/ public sector organizations. The reference letters must indicate the names of companies, that the service of bulk supply of cleaning chemicals were rendered. The projects should be between 2018-2023.	25	25 Points= Project(s) value of R1 000 000 or more 20 Points= Project(s) value of R750 000 15 Points= Project(s) value of R400 000 0 Points= Project(s) value less than R400 000	
4	Human resource				
4.1	Experience of Project Manager	Below is the key resource that the service provider should have in the team: The project manager that will be managing the contract for the supply and delivery of chemicals to the Kruger National Park. The CV of the Project Manager, must be indicative of: - 3 years of working experience in managing bulk supply contracts for chemicals - Name of current employer and position - Outline of assignments/ experience that has a bearing on the scope of work	10	10 Points= CV with 4 years and more relevant experience 5 Points= CV with 3 years relevant experience 0 Points= CV with less than 3 years relevant experience	
5.	Project Plan				
5.1		How the supplier will deal with incorrect deliveries or deliveries which must be returned to the supplier for any means of corrections.	Back Order	5	5 Points =14 days & below 3 Points =15 – 21 days 1 Points=22 and 30 days 0 Points =Above 30 days

supply and delivery of laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products for a period of five (5) years in the Kruger National Park

		*Distribution Strategy & Plan which includes the following aspects: Timeframes (turnaround time for orders). Supplier to submit the strategy or method to be used for the delivery of cleaning chemicals to KNP Warehouse (s)	Returned of damaged items	5	5 Points=14 days & below 3 Points=15 – 21 days 1 Points=22 and 30 days 0 Points=Above 30 days
			Distribution Transportation strategy	5	5 Points=14 days & below 3 Points=15 – 21 days 1 Points=22 and 30 days 0 Points=Above 30 days
Total Points				100	
Minimum qualify score required				75	

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
- received information not available to other potential bidders through fraudulent means.
- failed to comply with mandatory and **functionality requirement** 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(S) NOT EXCEEDING TWO (02) PER CATEGORY FOR THE SUPPLY AND DELIVERY OF LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING EQUIPMENTS AND HYGIENE PRODUCTS FOR A PERIOD OF FIVE (5) YEARS IN THE KRUGER NATIONAL PARK

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	Stormsriver Mouth (Tsitsikamma), Knysna Forests, Wilderness, Knysna Estuary
Frontier	Port Elizabeth	Addo, Camdeboo, Mountain Zebra, Karoo
North	Pretoria, Head Office	Golden Gate, Marakele, Mapungubwe,
Kruger National Park	Skukuza Camp	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

Tourism Department in Kruger National Park

CONTEXT OF THIS PROCUREMENT

The purpose of this bid is to invite prospective bidders to submit a request for bid to supply and deliver laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products in the Kruger National Park for a period of five (5) years

CONTRACT PERIOD

The duration of the contract will be for a period of five (5) years

SPECIFICATIONS/SCOPE OF WORK

SANParks aims to appoint the service provider(s) that has the capability of supply and delivery of laundry chemicals, Cleaning Chemicals, Cleaning Equipment and Hygiene Products in Kruger National Park. All chemicals, equipment's and products supplied to Kruger National Park should be according to the description specified as per the tables below).

Table A	Detailed specification for Laundry Chemicals
Table B	Detailed specification for Cleaning Chemicals
Table C	Detailed specification for Cleaning Equipment
Table D	Detailed specification for Hygiene Products

TABLE A SPECIFICATIONS / DESCRIPTIONS FOR LAUNDRY CHEMICALS

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
1.	<p>LAUNDRY LIQUID DETERGENT:</p> <p>Concentrate compound (polymer) structured liquid type with anti-separation compounds, Concentrated Formulation suitable for use in all types of industrial laundry machines. A low foam type of laundry detergent.</p> <p>Must Conform to SABS 1044 type 2 “Industrial Laundry Detergents”</p> <p>FEATURES:</p> <p>One-shot detergent with built in bonding (chelating) and optical brightening agents suitable for hard and soft water</p> <p>Total alkalinity (NaOH) -12% Non –ionic -10%</p> <p>Silicate-5%</p> <p>Relative density @ 20 C -1.28</p> <p>Ph (1% solution) 12.4</p> <p>Colour –coded containers and product must bear a proper label with safety precautions.</p> <p>Should be suitable as a concentrate for direct injection into washing machines</p>	200Litre	Drum of 200Litre
2.	<p>LAUNDRY LIQUID DETERGENT:</p> <p>Concentrate compound (polymer) structured liquid type with anti-separation compounds, Concentrated Formulation suitable for use in all types of industrial laundry machines. A low foam type of laundry detergent.</p> <p>Must Conform to SABS 1044 type 2 “Industrial Laundry Detergents”</p> <p>FEATURES:</p> <p>One-shot detergent with built in bonding (chelating) and optical brightening agents suitable for hard and soft water</p>	25Litre	Plastic sealable container 25Litre

supply and delivery of laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products for a period of five (5) years in the Kruger

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
	<p>Total alkalinity (NaOH) -12% Non –ionic -10%</p> <p>Silicate-5%</p> <p>Relative density @ 20 C -1.28</p> <p>Ph (1% solution) 12.4</p> <p>Colour –coded containers and product must bear a proper label with safety precautions.</p> <p>Should be suitable as a concentrate for direct injection into washing machines</p>		
3.	<p>LAUNDRY ACETIC ACID</p> <p>A Laundry sour based on Acetic Acid used for the control of the PH of the final rinse water in a Continuous Batch Washer Machine (CBW).</p> <p>FEATURES:</p> <p>A stabilized de-stainer</p> <p>Concentration 10 – 25% Active</p> <p>PH 2.2 -2.87</p> <p>Product must carry SABS/SANS mark of approval</p> <p>Should be suitable as a concentrate for direct injection into washing machine. Colour Coded containers and product must bear a proper label with safety precautions.</p>	25Litre	Plastic sealable container 25Litre
4.	<p>LAUNDRY PERACETIC ACID</p> <p>PERACETIC ACID – Laundry liquid Bleach / Destainer / Sanitiser – For use in Hospital Laundry Applications. Suitable for the removal of Chlorohexadine / Hibitane Stains.</p> <p>FEATURES:</p> <p>A stabilized de-stainer Concentration 12%</p> <p>Relative density 1.101</p> <p>PH <2</p> <p>Product must carry SABS/SANS mark of approval</p> <p>Effective Bleaching temperature should be between 55 and 75 Degrees C at the Correct Alkalinity. Should be suitable as a concentrate for direct injection into washing machine.</p> <p>Colour Coded containers and product must bear a proper label with safety precautions</p>	25Litre	Plastic sealable container 25Litre

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
5.	<p>DEGREASER TO REMOVE GREASE</p> <p>Solvent Based Degreaser – SABS/SANS 1216</p> <p>Description: A solvent based degreaser – used for general degreasing and cleaning in liquid form.</p> <p>Quality Level: Product shall comply with SABS/SANS 1216. Packed in new sealed 25l plastic container with ventilated caps. Product must bear a proper label with safety precautions, manufacturer's details and usage instructions</p>	25Litre	Plastic sealable container 25Litre
6.	<p>LAUNDRY ALKALI BOOSTER</p> <p>Concentrate structured liquid type with bonding (chelating) agents suitable for soft and hard water. Compound (polymer) additives for anti-re-deposition. Increases water pH to remove fat and vegetable oils. Must be suitable for all soil classifications.</p> <p>FEATURES: Total alkalinity (NaHO) -24%Relative density - 1.30 Ph > 13 Product must carry SABS/SANS mark of approval</p> <p>Colour Coded containers and product must bear a proper label with safety precautions. Should be suitable as a concentrate for direct injection into washing machine</p>	25Litre	Plastic sealable container 25Litre
7.	<p>BLANKET DETERGENT/SANITIZER</p> <p>Quality level equal to: SABS/SANS standard.</p> <p>Description of product: Must be in liquid form. Product must carry SABS/SANS mark of approval. Packed in new sealed 25l plastic container with ventilated caps. Product must bear a proper label with safety precautions, manufacturer's details and usage instructions</p>	25Litre	Plastic sealable container 25Litre

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
8.	General purpose soluble metalworking fluid	25Litre	Plastic sealable container 25Litre
9.	Fabric Softener <ul style="list-style-type: none"> Laundry fabric softener and conditioner. Leaves fabric soft, with lasting fragrance (Clear color) Carries SANS 1828 mark	25Litre	Plastic sealable container 25Litre

TABLE B SPECIFICATIONS / DESCRIPTIONS FOR CLEANING CHEMICALS

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
1.	<p>Pine Disinfectant Cleaner Liquid</p> <p>It is used in cleaning, deodorizing and disinfecting bathrooms, kitchen, toilets etc.</p> <p>It must be biodegradable, and SANS/SABS registered (SANS no:1853:2017). It must comply with National Regulator for Compulsory Specifications (NRCS regulations)</p>	25Litre	25Litre
2.	<p>General all-purpose liquid soap</p> <p>An alkaline water-based detergent with deodorizer, for general cleaning of all hard surface. This product must be non- volatile, non-irritating to mucus membrane and skin. To be supplied in plastic non-refundable containers.</p> <p>Must comply with SABS/SANS 825/1828:2017 and biodegradable.</p> <p>Must be accompanied by a material safety data sheet</p> <p>.</p> <p>A waterproof label clearly indicating product, safety data and dilution or usage instructions to be on the outside of the container.</p> <p>It must comply with National Regulator for Compulsory Specifications (NRCS regulations)</p>	25Litre	25Litre

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
3.	<p>Dish Washing Liquid</p> <p>An alkaline water-based detergent used for handwashing of dishes. This product must be non- volatile, non- irritating to mucus membrane and skin. To be supplied in plastic non-refundable containers. pH Value must be between 7.5 - 10 Must comply with SABS/SANS 825/1828:2017 standards and must be biodegradable. Must be accompanied by a material safety data sheet. A waterproof label clearly indicating product, safety data and dilution or usage instructions to be on the outside of the container.</p> <p>It must comply with National Regulator for Compulsory Specifications (NRCS regulations)</p>	25Litre	25Litre
4.	<p>Polish Stripper Non-ammoniated</p> <p>Polish strip also good degreaser (for cleaning and stripping purpose). Ammonia free. An effective low – foaming ammonia free polymer and wax emulsion floor stripper. Highly efficient floor stripper with pleasant aroma. Especial suitable for the hospitals, medical facilities and office environment. Must be totally non- slip. It must be non-volatile, non- irritating to mucus membrane and skin. It must be biodegradable.</p> <p>The quality of the product must meet the latest edition of SANS 1224/10245:2008..</p> <p>Must be accompanied by a material safety data sheet. A waterproof label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container.</p> <p>It must comply with National Regulator for Compulsory Specifications (NRCS regulations)</p>	25Litre	25Litre

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
5.	<p>Floor Polish Spray Buffer Liquid</p> <p>For use after stripping and after the floor has been sealed, to maintain polish floor.</p> <p>It must be non-volatile, non- irritating to mucus membrane and skin. It must be biodegradable.</p> <p>Must be accompanied by a material safety data sheet.</p> <p>It must comply with National Regulator for Compulsory Specifications (NRCS regulations)</p> <p>Sans no 1578:2022</p>	25Litre	25Litre
6.	<p>Floor Polish Sealer</p> <p>Floor Polish sealer. For use after stripping the floor to maintain gloss of the floor.</p> <p>The quality of the product must meet the latest edition of</p> <p>SANS 1042/10245:2008.</p> <p>It must be non-volatile, non- irritating to mucus membrane and skin. It must be biodegradable.</p> <p>Must be accompanied by a material safety data sheet.</p> <p>It must comply with National Regulator for Compulsory Specifications (NRCS regulations)</p>	25Litre	25Litre
7.	<p>Polish Floor Liquid</p> <p>Polymer floor covering that produces a hard floor coating. Non- slip, self-shine water based. The quality of the product must meet the latest issue of</p> <p>SANS 1024 of 1976.</p> <p>Must be accompanied by a material safety data sheet.</p> <p>It must comply with National Regulator for Compulsory Specifications (NRCS regulations).</p> <p>A waterproof label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container</p>	25Litre	25Litre

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
8.	<p>Liquid Hand Wash Soap</p> <p>Ordinary liquid hand wash soap. The quality of the product must meet the latest edition of</p> <p>SANS specification 288 type 3.</p> <p>Must be accompanied by a material safety data sheet</p> <p>A waterproof label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container</p> <p>Colour: Pink</p>	25Litre	25Litre
9.	<p>General Purpose Regular Window Cleaner</p> <p>Clear liquid. Water based. The product must lift off dirt, dissolve grease and be streaky-free when applied to glass.</p> <p>Must be accompanied by a material safety data sheet.</p> <p>A waterproof label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container</p> <p>SABS 1828:2017</p>	25Litre	25Litre
10.	<p>Ammonia Detergent</p> <p>Hard surface cleaning agent. Cleaner designed to remove stubborn soils from hard surfaces without scratching.</p> <p>It must comply with SANS 1225/SABS 1828:2017</p> <p>Must be accompanied by a material safety data sheet</p> <p>A waterproof label clearly indicating product, safety data sheet and dilution or usage instruction to be on the outside of the container</p>	25Litre	25Litre
11.	<p>Drain Disinfectant</p> <p>Contains foaming PAA (peracetic acid) generating granules that have a proven efficacy against slimy build-up of biofilms and bacteria, including highly resistant Gram – negatives species., including Pseudomonas aeruginosa, Klebsiella, Acinetobacter,</p>	2Litre	25Litre

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
	and Carbapenems- producing Enterobacteriaceae (CPE). Destroys biofilms all the way through the system preventing regrowth for at least four days SANS 1853:2017		
12.	Stainless Steel Brightener Liquid cleaner used to brighten stainless steel surface. SANS 1579:2022	25Litre	25Litre
13.	Shower, Tile and Grout Cleaner Concentrated cleaner that effectively remove black marks and mold from tiles, tile grouting and porcelain SABS 1828:2017	25Litre	25Litre
14.	Heavy Duty Oven Cleaner Concentrated cleaner for ovens, grills, stoves that lift stubborn baked on grease, fat and carbon deposits. Carries the SABS 1828:2017 mark	25Litre	25Litre
15.	Air Freshener Floral scented air freshener Anti-tobacco properties which leave lasting fragrance. SANS 1828 /SANS 1853 and must biodegradable/ eco-friendly.	25Litre	25Litre
16.	Furniture Polish <ul style="list-style-type: none"> Ready to use, scented furniture polish For use on varnished and veneered wooden surface and Leaves a lasting fragrance. 	25Litre	25Litre
17.	Liquid metal polish <ul style="list-style-type: none"> polish used to remove tarnish from brass, copper, chrome and stainless steel SANS 1579:2022	200ml	200ml
18.	Carpet Shampoo <ul style="list-style-type: none"> Concentrated liquid detergent formulated for carpet cleaning Suitable for use in carpet and steam cleaning machines SABS 1828:2017	5Litre	5Litre

Item No.	Description	Size / Unit of Measure (UoM)	Packaging
19.	Household Bleach <ul style="list-style-type: none"> Sodium Hypochlorite Regular Strength 12 -14% UN1791 SANS/SABS 1853/296:2020 Product must have a safety data sheet 	25Litre	25Litre
20.	Bactericidal Hand Soap (for catering kitchen use) <ul style="list-style-type: none"> Bactericidal hand soap used to maintain hygienically clean hands to avoid cross -contamination in the food industry Carries the SANS 1853:2017 mark. 	25Litre	25Litre
21.	Hand Sanitizer <ul style="list-style-type: none"> Alcohol (70%) based hand disinfectant effective against a wide range of micro-organisms Safe for use in hospitality industry Carries the SANS/SABS 490:2020 and 1853:2017 mark. 	25Litre	25Litre
22.	Wash and Wax car shampoo (Cleaning Trucks & cars) <ul style="list-style-type: none"> Must be biodegradable. 	25Litre	25Litre
23.	Descaler <p>Concentrated descaling chemical to remove lime scale from metal surfaces in contact with hot water, i.e. in boilers, water heaters and kettles.</p> <ul style="list-style-type: none"> Carriers SANS 1828:2017 and is biodegradable. 	25Litre	25Litre
24.	Stainless steel chemical dosing pump for 25L containers <ul style="list-style-type: none"> 316 grade stainless piston pump Uptake rate 240ml per stroke Spout with Teflon seals Uptake cylinder 490mm Head 115mm Teflon extension hose 540mm 		

TABLE C: SPECIFICATIONS / DESCRIPTION FOR CLEANING EQUIPMENTS

Item No.	Description	Size / Unit of Measure (U/M)	Packaging
1.	Soap Dispenser Bottle: 500ml plastic bottle with durable spout to dispense liquid soap for hand washing A pump top dispenser Colour: transparent white	500ml	Per bottle
2.	Spray Bottles Durable plastic bottles, 750ml, with spray pumping mechanism, must have sticker attached for labelling the contents. The trigger must be- colour-coded in blue, red, green, yellow, and white.	750ml	Per bottle
3.	Insecticide Spray The quality of the product must meet the latest issue of SANS 899 of 1997. It must be ozone friendly and approved by Aerosol Manufactures Association (AMA)	180ml	180ml can
4.	Dustpan Metal Long handled dustpan metal Colour Black/Silver	Length 36" Width 12	Per dustpan
5.	Telescopic poles These are constructed of anodized extruded aluminium; these poles are strong yet lightweight with a locking system. They are used to clean/ damp dust high areas that cannot be easily reached	Length: 4m	Per pole
6.	Bottle bristle brushes Single stem, single spiral wire/ metal brushes ideal for internal cleaning application	Length: 50cm	Per brush

Item No.	Description	Size / Unit of Measure (U/M)	Packaging
7.	Microfiber head duster – telescopic pole attachment/head Microfiber duster, it's a 56 cm-long flexible dusting system which can bend to any shape and the microfiber sleeve is detachable and machine washable. Great for cleaning above, underneath and around corners.	56 cm	Per duster
8.	Ceiling fan duster – telescopic pole attachment/head Premium ceiling fan duster – telescopic pole attachment/head, 25 cm-wide premium ceiling fan dusters	25 cm	Per duster

TABLE D: SPECIFICATIONS / DESCRIPTION FOR HYGIENE PRODUCTS

Item No.	Description	Size / Unit of Measure (U/M)	Packaging
1.	Air Freshner Aerosol Cans It must be ozone friendly and approved by Aerosol Manufactures Association (AMA)	180ml-240ml	180ml-240ml
2.	Deo-block Deodorant to eliminate all urinal odors on contact, individually wrapped and last 30-60 days SANS 1853:2017	40g	5kg container
3.	Pee mats with fragrance to eliminate all urinal odors on contact, to last 30-60 days SANS 1853:2017	Box	10 Per box
4.	Surface Disinfecting wipe A third generation, wipe with a non-dilution and premix of biocides, Quaternary ammonium compounds and Biguanide, with different mechanisms of action from ten seconds in dirty conditions, killing in 1 minute preventing bacterial resistance and superbug formation, multipurpose action as a disinfectant and detergent, no need for water Efficacy against MRSA, Acinetobacter, VRE, Klebsiella, Pseudomonas, TB, Norovirus, Hepatitis B and C, E-coli, Salmonella, Aspergillus, Candida, H1N1, HIV, enveloped viruses	Box	50 Per box
5.	Polish Furniture Aerosol 275 ml Furniture, aerosol, non-wax emulsion. For use on wooden furniture. It must contain no propellant alleged to damage ozone and approved by Aerosol Manufacturers association (AMA). Must be accompanied by a material safety data sheet. It must comply with National Regulator for Compulsory Specifications (NRCS regulations)	275ml	275 ml

DETAILED PRICING - SBD 3.1 (FIRM UNIT PRICES)

Table	A
Description / Pricing schedule	Laundry Chemicals
Duration of the contract	Five years (60 months)
Condition	Bidders can Bid /Price any of the categories below

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.

Item No.	Description	QTY	Packaging/ Size / Unit of Measure (UoM)	Unit Price	Total Unit Price (incl. VAT)
1.	Laundry liquid detergent:	1	200Litre		
2.	Laundry liquid detergent:	1	25Litre		
3.	Laundry acetic acid	1	25Litre		
4.	Laundry peracetic acid	1	25Litre		
5.	Degreaser to remove grease	1	25Litre		
6.	Laundry alkali booster	1	25Litre		
7.	Blanket detergent/sanitizer	1	25Litre		
8.	General purpose soluble metalworking fluid	1	25Litre		
9.	Fabric Softener	1	25Litre		

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 and any other costs relating to this bid. Furthermore such prices should be presented in South African Rand (ZAR). The Bidders pricing is to remain firm for 150 days from the closing date of this tender; SANParks reserves the right to negotiate with the recommended bidder prior to signing of the contract

NB: SANParks will only consider annual price escalation based on CPI, PPI rate and any other industry related rate(s) for the 2nd to 5th year annual price increase.

DETAILED PRICING - SBD 3.1 (FIRM UNIT PRICES)

Table	B
Description / Pricing schedule	Cleaning Chemicals
Duration of the contract	Five years (60 months)
Condition	Bidders can Bid /Price any of the categories below

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.

Item No.	Description	QTY	Packaging/ Size / Unit of Measure (UoM)	Unit Price	Total Unit Price (incl. VAT)
1.	Pine Disinfectant Cleaner Liquid	1	25Litre		
2.	General all-purpose liquid soap	1	25Litre		
3.	Dishwashing liquid	1	25Litre		
4.	Polish Stripper Non-ammoniated	1	25Litre		
5.	Floor Polish Spray Buffer Liquid	1	25Litre		
6.	Floor Polish Sealer	1	25Litre		
7.	Polish Floor Liquid	1	25Litre		
8.	Liquid Hand wash Soap	1	25Litre		
9.	General Purpose Regular Window Cleaner	1	25Litre		
10.	Ammonia Detergent	1	25Litre		
11.	Drain Disinfectant	1	25Litre		
12.	Stainless Steel Brightener	1	25Litre		
13.	Shower, Tile and Grout cleaner	1	25Litre		
14.	Heavy Duty oven Cleaner	1	25Litre		
15.	Air Freshener	1	25Litre		
16.	Furnisher Polish	1	25Litre		
17.	Liquid metal polish	1	200ml		
18.	Carpet Shampoo	1	5Litre		

supply and delivery of laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products for a period of five (5) years in the Kruger

National Park **Bid No. – KNP-006-23**

Item No.	Description	QTY	Packaging/ Size / Unit of Measure (UoM)	Unit Price	Total Unit Price (incl. VAT)
19.	Household Bleach	1	25Litre		
20.	Bactericidal Hand Soap (for catering kitchen use)	1	25Litre		
21.	Hand Sanitizer	1	25Litre		
22.	Wash and Wax Car Shampoo (Cleaning Trucks & Cars)	1	25Litre		
23.	Descaler	1	25Litre		
24.	Stainless steel chemical dosing pump for 25L containers	1	for 25L containers		

TOTAL BID PRICE (VAT Inclusive) year one : 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 and any other costs relating to this bid. Furthermore such prices should be presented in South African Rand (ZAR). The Bidders pricing is to remain firm for 150 days from the closing date of this tender; SANParks reserves the right to negotiate with the recommended bidder prior to signing of the contract

NB: SANParks will only consider annual price escalation based on CPI, PPI rate and any other industry related rate(s) for the 2nd to 5th year annual price increase.

DETAILED PRICING - SBD 3.1 (FIRM UNIT PRICES)

Table	C
Description / Pricing schedule	Cleaning equipment's
Duration of the contract	Five years (60 months)
Condition	Bidders can Bid /Price any of the categories below

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.

Item No.	Description	QTY	Packaging / Size/ Unit of Measure (UoM)	Unit Price	Unit Price (incl. VAT)
1.	Soap Dispenser Bottle	1	500ml		
2.	Spray Bottles	1	750 ml		
3.	Insecticide Spray	1	180ml cans		
4.	Dustpan Metal (Black or Silver)	1	Length 36inc Width 12		
5.	Telescopic poles	1	Length 4m (Each)		
6.	Bottle bristle brushes	1	Length 50cm Each		
7.	Microfiber head duster – telescopic attachment / head	1	26 cm Each		
8.	Ceiling fan duster – telescopic pole attachment /head	1	25 cm Each		

TOTAL BID PRICE (VAT Inclusive) year one : 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 and any other costs relating to this bid. Furthermore such prices should be presented in South African Rand (ZAR). The Bidders pricing is to remain firm for 150 days from the closing date of this tender; SANParks reserves the right to negotiate with the recommended bidder prior to signing of the contract

NB: SANParks will only consider annual price escalation based on CPI ,PPI rate and any other industry related rate(s) for the 2nd to 5th year annual price increase.

DETAILED PRICING - SBD 3.1 (FIRM UNIT PRICES)

Table	D
Description / Pricing schedule	Hygiene Products
Duration of the contract	Five years (60 months)
Condition	Bidders can Bid /Price any of the categories below

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.

No.	Description	QTY	Packaging / Size/ Unit of Measure (UoM)	Unit Price	Total Unit Price (incl. VAT)
1.	Polish Furniture Aerosol	1	275ml		
2.	Air freshener Aerosol Cans	1	180ml-240ml		
3.	Deo-block Deodorant	1	5kg container		
4.	Pee mat with fragrance	1	10 Per box		
5.	Surface disinfecting wipe	1	50 per box		

TOTAL BID PRICE (VAT Inclusive) year one : 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 and any other costs relating to this bid. Furthermore such prices should be presented in South African Rand (ZAR). The Bidders pricing is to remain firm for 150 days from the closing date of this tender; SANParks reserves the right to negotiate with the recommended bidder prior to signing of the contract

NB: SANParks will only consider annual price escalation based on CPI, PPI rate and any other industry related rate(s) for the 2nd to 5th year annual price increase.

SPECIAL CONDITION OF THE BID

- The bid may be awarded to one or two qualifying bidders depending / subject on the needs of the organization.
- Successful bidder(s) **MUST** comply with the approved Pesticides as per the attached **Annexure B**
- Successful bidders **MUST NOT** supply **Pesticides and Chemicals Banned from Importation and use as per attached Annexure B**
- Items shall meet the requirements of the specification.
- The chemicals used must have undergone SANS/SABS tests and any other institution / body(s).
- Bidders are required to submit a Readable Labelling of the chemical containers must stipulate:
 - The name of the product,
 - Quantity of the content in the containers.
 - Hazard and precautionary statements
 - Chemical composition
 - SABS trademark
- Only securely sealed containers will be accepted.
- The appointed Service provider(s) are expected to provide the material safety data sheets of each chemical that will be supplied to the Kruger National Park. A1 posters
- The appointed Service Providers are expected to provide regular training sessions to staff based in the two main regions of the Kruger National Park, namely Nxanatseni and Marula. The training sessions must cover the safe use and storage of chemicals and must include posters.
- The service provider(s) must have the necessary skill, knowledge and expertise to provide the required services.
- Service provider (s) must be able to supply the required chemicals within 14 working days after the receipt of the purchase order. If the service provider (s) cannot supply the requested chemicals within the required timeframe, SANParks reserves the right to procure from another supplier without prejudice until the approved service provider (s) can supply them.

SPECIAL CONDITIONS OF CONTRACT PERFORMANCE AGREEMENT

- Successful bidder will be expected to enter into a Service Level Agreement with SANParks. Where a tender is submitted which incorporates the bidder's standard conditions of tender/sale, such conditions shall be deemed to have been renounced by the bidder.
- The Service Level agreement will detail timelines for delivery of chemicals as well as the return of damaged and/or poor-quality products.
- The award of this bid will be based on the sample submitted from a manufacturer based on a letter of undertaking, which is compliant to specification. If, during the contract, the awarded supplier wishes to change the item being supplied, the service provider shall apply to the SANParks in writing, giving reasons why they want to change the product being supplied, which Kruger National Park (SANParks) shall consider. This process will be subject to the sample being submitted to the technical committee for evaluation and if in order, to the adjudication committee for approval. This will be done via the contract management unit of the Kruger National Park (SANParks). If there is a change in the product being supplied, and no prior approval has been granted, Kruger National Park (SANParks) reserves its right to cancel the contract.

DELIVERY CONDITIONS

- The delivery point will be Skukuza Admin Warehouse.
- Items that do not meet specification requirements and those damaged upon delivery will not be accepted. It will be responsibility of the bidder to collect them.
- All delivered items will be inspected and counted in the presence of the service provider and the Receiving Officer
- All deliveries shall take place between **8h00 and 15h00** during weekdays **ONLY**
- In emergency cases, Kruger National Park (SANParks) reserves the right to request the successful bidder/s to effect deliveries at any given time including Saturdays, Sundays and public holidays
- Delivery period should be made within **TWO WEEKS (14 DAYS)** after receipt of an official purchase order from Kruger National Park (SANParks)

SAMPLES

- Only shortlisted bidders will be required to submit samples
- A sample meeting will be arranged with selected companies whereby the companies will be invited to forward their samples on a specified date and time.
- Samples must comply with SANS/SABS requirements as stipulated above

- Samples must be clearly marked:
 - Item Number
 - Name of the company
 - Bid Number
 - Name of the manufacture / Supplier
 - Description of item
- SANParks will not take responsibility for samples that are not properly sealed. Containers / boxes that are not sealed will not be accepted.
- Samples will be assessed to measure compliance with the specifications and the SANS/ SABS report. Samples are required for items explicitly marked therefore all items marked as samples should be submitted. It is not necessary to submit samples for items not marked for submission.
- Samples for successful bids are not returnable
- Samples shall be supplied by the bidder at his/her own cost/risk
- Samples must be packaged as per the specification. Failure to do so will render the bid invalid.
- Failure to provide a sample will reject the bid offer.
- Twenty-two (22) sample items to be submitted for laundry, cleaning chemical and equipment's are as follows:

Samples required for Laundry Chemicals

Item No.	Item description for submission	Quantity
1.	Laundry Liquid Detergent	1
2.	Laundry Acetic Acid	1
3.	Laundry Peracetic Acid	1
4.	Degreaser to Remove Grease	1
5.	Laundry Alkali Booster	1
6.	Blanket Detergent/Sanitizer	1
7.	General purpose soluble metalworking fluid	1
8.	Fabric softener	1

Samples required for Cleaning Chemicals

Item No.	Item description for submission	Quantity
1.	Pine Disinfectant Cleaner Liquid	1
2.	General all-purpose liquid soap	1

supply and delivery of laundry chemicals, cleaning chemicals, cleaning equipment and hygiene products for a period of five (5) years in the Kruger

3.	Dish washing liquid	1
4.	Polish Stripper Non-ammoniated	1
5.	Floor Polish Spray Buffer Liquid	1
6.	Floor Polish Sealer	1
7.	Polish Floor Liquid	1
8.	Liquid Hand wash Soap	1
9.	Household Bleach	1

Sample required for Cleaning Equipment

Item No.	Item description for submission	Quantity
1.	Dustpan Metal (Black or Silver)	1
2.	Telescopic poles	1
3.	Bottle bristle brushes	1
4.	Microfiber head duster – telescopic attachment / head	1
5.	Ceiling fan duster – telescopic pole attachment /head	1

LIABILITY FOR LOSS OR DAMAGE

- SANParks shall in no way be liable for any loss or damage which may be sustained by the successful tenderer, his employees or any person through the handling or use of the tenderer's equipment, nor shall SANParks be liable for accidents to the tenderer's personnel or any person or property, so engaged, on SANParks' property.
- The tenderer shall be responsible for repairs to SANParks' property caused by the tenderer's employees during the contract period

INDEMNITY

- The successful tenderer shall be deemed to have indemnified SANParks and shall keep SANParks indemnified against all actions, proceedings, claims, demands, damages and expenses which may be levied or made against SANParks, or which SANParks may sustain or incur by reason of any injury to persons or property, arising directly or indirectly out of any action by the successful tenderer or his agents in the execution of the tender

SOCIAL INVESTMENT

- It is brought to the tenderer's attention that SANParks is committed to the empowering of individuals and communities who have been previously disadvantaged. Gender equity, skills transfer, and economic empowerment are principles that should govern the tenderer's approach to this tender.

SUBLETTING OF TENDERS

- No portion of a tender is to be sublet or assigned without the consent of SANParks.

BREACH OF A TENDER

- No alteration, amendment or variation to the conditions of this tender will be permitted. In the event of breach of any of the conditions of the tender SANParks has the right to terminate the tender without prejudice to any claim for damage.

TERMINATION CONDITION/S

- SANParks reserves the right to cancel the tender if any of the conditions are breached by the tenderer and not rectified within seven days of written notification
- Aside from the expiry of the agreement, the contract between SANParks and the service provider may be terminated for any one of the following reasons
- Failure to meet the minimum operational requirement of Kruger National Park (SANParks)
- Gross negligence by the service provider or its employees
- Failure to respond to any operational enquiries or complaints by Kruger National Parks (SANParks) within a reasonable time
- In addition to the above, this agreement may go out of force entirely, at any time, at the discretion of either party on condition that a period of 30 days' notice is given to the other party
- Non-compliant on applicable legal requirements and standard

TERMS AND CONDITIONS OF SPECIFICATION

- Due diligence review may be conducted before the awarding of the contract.
- All items in this bid **MUST** be priced failing which will lead to disqualification

GENERAL SERVICE REQUIREMENTS

- Service providers will act in good faith in conducting and providing servicing at SANParks premises.
- The Service Provider will provide full services as required for the duration of contract period

RESPONSIBILITIES OF SANPARKS

- Give indication of unsatisfactory performance to the attention of the company's management for improvement and expect feedback on how such unsatisfactory performance or bad behavior will be prevented for future occurrences.
- Review the monthly report and provide feedback.
- Effecting payment within 30 days from date of receipt of original tax invoices.


RESPONSIBILITIES OF THE BIDDER

- Keep the record of services attended on that day and provide checklist and report on the conditions of the equipment
- Submit invoice together with the checklist and delivery note on every last day of the month to the Project Manager
- Contingency Strategy – Indicate a contingency strategy going to be applied in case of emergency / Public Strike / Own Strike / Vehicle Breakdown / Festive Season.

COMPETENCIES OR LEVEL OF SERVICE BY THE SERVICE PROVIDER

- SANParks shall be entitled to use the findings of customer satisfaction surveys, spot-checks and audit reports or complaints to determine the level of compliance by the service provider with regard to the service standards and responsibilities stipulated in this document.
- Should SANParks at any time believe that any member of the service provider's personnel is failing to comply with their operational requirements as described in this document such person may be denied access by SANParks to the relevant premises and the service provider will be required to replace such person without delay.

ANNEXURE A – STANDARD BIDDING DOCUMENTS

	SOUTH AFRICAN NATIONAL PARKS		
BIDDER'S DISCLOSURE		SBD 4	
1. PURPOSE OF THE FORM			
<p>Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.</p> <p>Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.</p>			
2. BIDDER'S DECLARATION			
2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state?	YES	NO
2.1.1	If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.		
	Full Name	Identity Number	Name of State Institution
2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?	YES	NO
2.2.1	If so, furnish particulars: _____		

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

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			
	<p>I, the undersigned (Name)</p> <p>in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:</p>		
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 ² will not be construed as collusive bidding.		
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.		
3.5	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.		
3.6	There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.		

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

3.7

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature

Date

Position

Name of the Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022		SBD 6.1
<p>This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.</p> <p>NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.</p>		
1. GENERAL CONDITIONS		
1.1	The following preference point systems are applicable to invitations to tender:	
1.1.1	the 80/20 system for requirements with a Rand value of up to R50,000,000.00 (all applicable taxes included); and	
1.1.2	the 90/10 system for requirements with a Rand value above R50,000,000.00 (all applicable taxes included).	
1.2	To be completed by the organ of state	
a)	The applicable preference point system for this tender is the 80/20 preference point system.	
1.3	Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:	
	(a) Price; and	
	(b) Specific Goals	
1.4	To be completed by the organ of state:	
	The maximum points for this tender are allocated as follows:	
		POINTS
	PRICE	80
	SPECIFIC GOALS	20
	Total points for Price and Specific Goals	100
1.5	Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.	
1.6	The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.	
2. DEFINITIONS		
(a)	<p>“tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;</p>	

(b)	“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
(c)	rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
(d)	“tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
(e)	“the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES	
3.1	POINTS AWARDED FOR PRICE
3.1.1	THE 80/20 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:
	Ps = Points scored for price of bid under consideration
	Pt = Price of bid under consideration
	Pmin = Price of lowest acceptable bid
4. POINTS AWARDED FOR SPECIFIC GOALS	
4.1	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
4.2	In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
	a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be

<p>used to determine the applicable preference point system; or</p> <p>b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,</p> <p>then the organ of state must indicate the points allocated for specific goals for both the and 80/20 preference point system.</p>		
<p>Table 1: Specific goals for the tender and points claimed are indicated per the table below.</p> <p><i>(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such.</i></p> <p><i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i></p>		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer
Local suppliers adjacent to Kruger National Park	Total Points: 10 Distance from the nearest gate / s 1km to 200km = 10 201km and above = 5	
EME/ QSE	Total Points: 10 EMEs = 10 QSE = 6 Gen = 0	
Total points	20	
<p>NB: Required proof / documents to be submitted for evaluation purpose:</p> <ul style="list-style-type: none"> • Bidder must provide proof in a form of a lease agreement, • Tittle deed, • Letter from a municipality • Letter from tribal authority or local Civic structure. • B-BBEE Certificate <p>Only the above-mentioned documents will be considered No other documents will be accepted</p>		

DECLARATION WITH REGARD TO COMPANY/FIRM			
4.3	Name of Company / Firm:		
4.4	Company Registration Number:		
4.5	Type of Company / Firm (Tick applicable box)		
	Partnership / Joint Venture / Consortium	<input type="checkbox"/>	Personal Liability Company
	One-person business / sole propriety	<input type="checkbox"/>	(Pty) Limited
	Close corporation	<input type="checkbox"/>	Non-Profit Company
	Public Company	<input type="checkbox"/>	State Owned Company
4.6	<p>I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:</p> <p>(i) The information furnished is true and correct;</p> <p>(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.</p> <p>(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;</p> <p>(iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have :-</p> <p>(a) disqualify the person from the tendering process;</p> <p>(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;</p> <p>(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;</p> <p>(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the <i>audi alteram partem</i> (hear the other side) rule has been applied; and</p> <p>(e) forward the matter for criminal prosecution, if deemed necessary.</p>		

	SIGNATURE(S) OF TENDERER(S)	
	SURNAME AND NAME	
	DATE:	
	ADDRESS:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as.....
accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

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2.

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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>1. Definitions - The following terms shall be interpreted as indicated:</p> <p>1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5. “Countervailing duties” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6. “Country of origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7. “Day” means calendar day.</p> <p>1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11. “Dumping” occurs when a private enterprise abroad market its goods on</p>
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	<p>own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. "GCC" mean the General Conditions of Contract.</p> <p>1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. "Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site", where applicable, means the place indicated in bidding documents.</p> <p>1.21. "Purchaser" means the organization purchasing the goods.</p> <p>1.22. "Republic" means the Republic of South Africa.</p> <p>1.23. "SCC" means the Special Conditions of Contract.</p> <p>1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
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GCC2	2. Application
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	3. General
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
GCC4	4. Standards
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	5. Use of contract documents and information
	<p>5.1. The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information 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	<p>6. Patent rights</p>
	<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	<p>7. Performance security</p>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2 a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	<p>8. Inspections, tests and analyses</p>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment</p>

	<p>arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.</p> <p>8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
GCC9	9. Packing
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
GCC10	10. Delivery and Documentation

	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
GCC11	11. Insurance
	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	12. Transportation
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	13. Incidental services
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	14. Spare parts
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. Such spare parts as the purchaser may elect to purchase from the</p>

	<p>supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC15	15. Warranty
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	16. Payment
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations</p>

	<p>stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	17. Prices
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	18. Contract amendment
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	19. Assignment
	<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
GCC20	20. Subcontract
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract</p>
GCC21	21. Delays in supplier's performance
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should 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</p>

	<p>supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	22. Penalties
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	23. Termination for default
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it</p>

	<p>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-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</p>
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	website.
GCC24	24. Anti-dumping and countervailing duties and rights
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	25. Force Majeure
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <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	26. Termination for insolvency
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
GCC27	27. Settlement of disputes
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the</p>

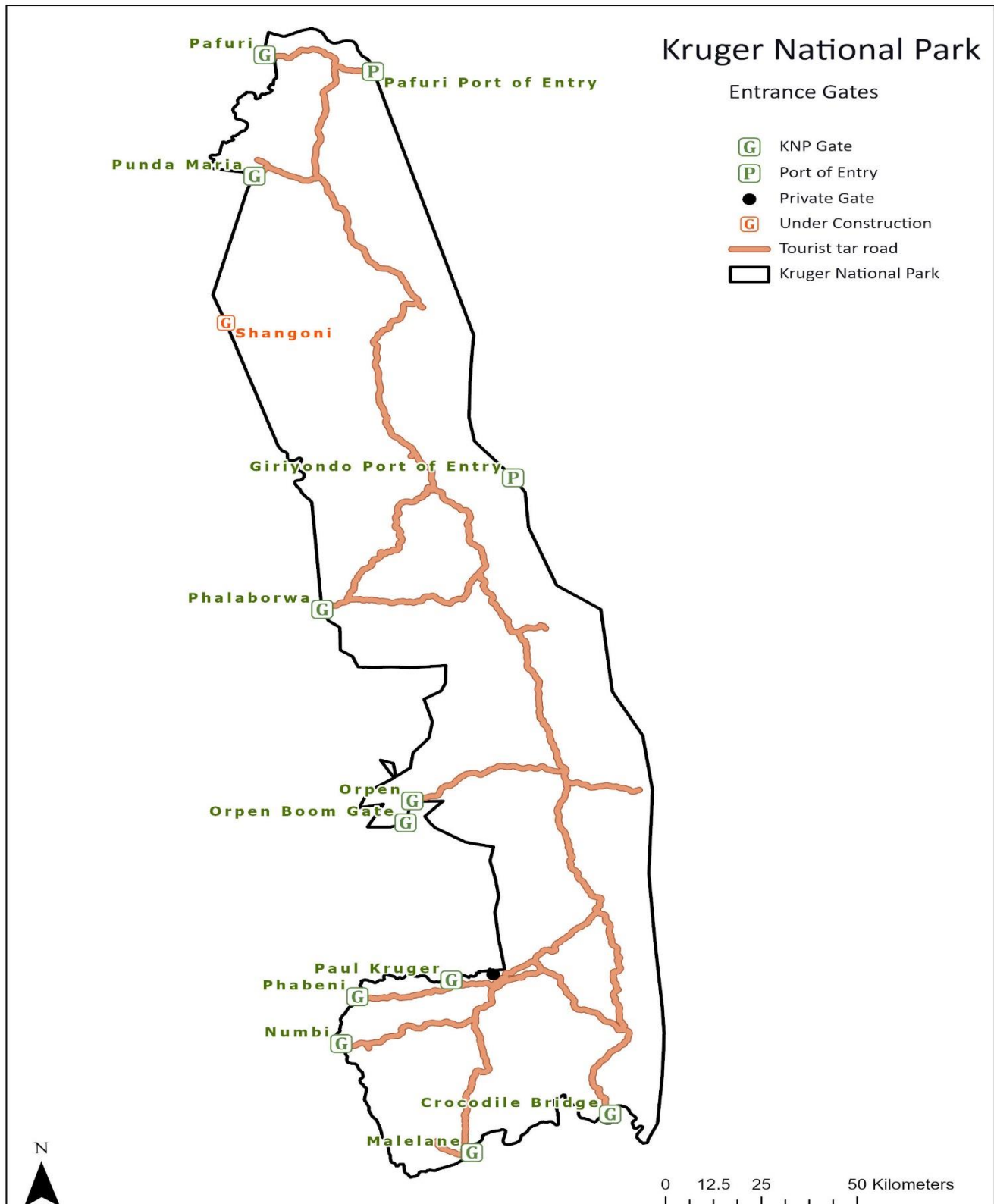
	<p>purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	28. Limitation of liability
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC29	29. Governing language
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
GCC30	30. Applicable law
	<p>30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
GCC31	31. Notices

	<p>31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice</p>
GCC32	32. Taxes and duties
	<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	33. National Industrial Participation Programme
	<p>33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
GCC34	34. Prohibition of restrictive practices
	<p>34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy</p>

	provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
	Contracted Party Due Diligence SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.
	Jigs, Tools, and Templates, where applicable 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.
	Copyright and Intellectual Property 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 license to use its background intellectual property including the right to sub-license 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"> (a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to SANParks and SANParks hereby accepts such assignment, and (b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier. 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.
	Confidentiality The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not:

	<p>(a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent.</p> <p>(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</p> <p>(c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</p> <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <p>(a) Disclose the confidential information to any third party, or</p> <p>(b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</p> <p>The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <p>(a) Was independently developed by the recipient prior to its involvement with SANParks or in the possession of the recipient prior to its involvement with SANParks;</p> <p>(b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</p> <p>(c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from SANParks, or</p> <p>(d) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform SANParks of such requirement prior to any disclosure.</p> <p>The recipient shall within one (1) month of receipt of a written request from SANParks to do so, return to SANParks all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <p>(a) All written disclosures received from SANParks;</p> <p>(b) All written transcripts of confidential information disclosed verbally by the SANParks; and</p> <p>(c) All material embodiments of the contract intellectual property.</p> <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licenses or relationships by furnishing of confidential information by either party pursuant to this contract.</p>
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KRUGER NATIONAL PARK (MAP)



ANNEXURE B: LIST OF APPROVED PESTICIDES FOR USE IN THE KRUGER NATIONAL PARK

Pest	Pesticide Active Ingredient	Pesticide / Chemical Class	Manufacturer & Pesticide Trade Name	Form	Grams per Active Ingredient	Dosage	Directions for Use	Additional Information
Cockroaches	Alpha-cypermethrin	Pyrethroid	Cyanamid FENDONA	ALSC	1g/l 100g/ 160g/l	Undilute d25- 50ml 40-85ml	Use for Adult Cockroaches Apply directly onto insect or to areas frequented by pest. Coarse spray or brush onto surfaces frequented by pest. Use higher rate for longer residual action or where infestation is severe.	Repeat where necessary. Can also be used to control ants.
	Cyfluthrin	Pyrethroid	Bayer RESPONSAR	EW or HN	25g/l	40ml / 10l water	Apply directly onto insect or to areas frequented by pest.	Use 60-80ml/10l water for residual treatment
	Beta-cyfluthrin	Pyrethroid	Bayer TEMPO	SC	125g/l	20-40 ml	Coarse spray or brush onto surfaces directly frequented by cockroaches. Use higher rate under extremely dirty conditions or for longer residual action.	

	Triflumuron	Benoylurea	Bayer STARYCIDE	SC	480g/l	10ml/10l	For use on Larvae Insect Growth Regulator. Coarsespray onto surfaces frequented by Cockroaches. Use higher rate for high infestations or for longer residual action. Mix with Fendona Spray and apply as one treatment.	Will also work on fleas. Effective for about 3 months in summer and 6 months in winter.
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Bed Bugs and Fleas	Permethrin	Pyrethroid	AgrEvo COOPEX MAXI/MINI SMOKE GENERATOR (FOGGER)	FD	135g/kg	1 tin/120 – 1000m ³	Ignite and smoulder for 2-3hours.	Lasts for about 6months. Also controls adult cockroaches.
	Permethrin	Pyrethroid	AgrEvo COOPEX DUST	DP	5g/kg	10g/m ²	Dust freely onto surfaces frequented by bed bugs.	
Rats and Mice Black & Brown Rat /House Mouse	Coumatetralyl	Coumarin anti-coagulant	Bayer RACUMIN	CB (I)	7.5g/kg	15-20 parts bait material	8g/l: 1 part in 30-40 partswater. 1l: 7l Pine Nut (Lecol) Add 40 mlRacumin CB (I). Keep available for 16 daysrefilling as required.	1 st Generation poison: Animals will need multiple feeds to die. Bait atnight after dark and in secluded spots to minimise other animals fromdrinking. Remove during the day. Rodents will startto die in 4-7 days.
Termites	Imidacloprid	Chloronicoltinyl	Bayer PREMISE	SC	200g/l	250ml / 100l of water	250ml/100l of water 6x6 trench around building – 3-6 linear meter Prior to erection – 5l/m ²	Use for Sub terranean wood destroying Expensive (R1000/l) Lasts up to 6 years.

Thatch Mites	Permethrin	Pyrethroid	AgrEvo COOPEX MAXI/MINI Smoke Generator or (Fogger)	FD	135g/kg	1 tin/120 – 1000m ³	Ignite and smoulder for 2-3hours.	Lasts for about 6months.
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Ants	Alpha-cypermethrin	Pyrethroid	Cyanamid FENDONA	ALSC	1g/l 100g/ 160g/l	Undiluted 25-50ml 40-85ml	Apply directly onto insect or to areas frequented by pest. Coarse spray or brush onto surfaces frequented by pest. Use higher rate for longer residual action or where infestation is severe.	Repeat where necessary.
	Permethrin	Pyrethroid	AgrEvo COOPEX DUST	DP	5g/kg	10g/m ²	Dust freely onto surfaces frequented by bed bugs.	
Mosquitoes	Beta-cyfluthrin	Pyrethroid	Bayer TEMPO	SC	125g/l	20-40 ml	Coarse spray or brush onto surfaces directly frequented by pest. Use higher rate under extremely dirty conditions or for longer residual action.	For use on smoothwalls.
	Deltamethrin	Pyrethroid	Bayer K-OTHRIN		250g/kg	20mg/m ²	Dilute 20 g (one sachet) in 8 or 10l of water and apply to 250 m ² (10 litre sprayer) or 200 m ² (8 litre sprayer).	
	Cyfluthrin	Pyrethroid	Bayer RESPONSAR	EW or HN	25g/l	66ml/10 l water	Apply directly onto insect or to areas frequented by insect. Coarse spray or brush onto surfaces.	

	Lambda-cyhalothrin	Pyrethroid	Zeneca ICON	WP	100g/kg	1 sachet of 62.5 g/8l of water	Apply directly onto insect or to areas frequented by insect. Coarse spray or brush onto surfaces.	
	Alpha-cypermethrin	Pyrethroid	Cyanamid FENDONA	A L S C	1g/l 100g/ 160g/l	Undilute d25- 50ml 40-85ml	Apply directly onto insect or to areas frequented by pest. Coarse spray or brush onto surfaces frequented by pest. Use higher rate for longer	

Mosquitoes							residual action or where infestation is severe.	Use for smooth walls
	Permethrin	Pyrethroid	AgrEvo COOPEX	WP	250g/kg	25-50g	Coarse spray onto surfaces. Use higher rates for longer residual action.	For use on rough walls.
	Propoxur	Carbomate	Bayer BAYCON	WP	500g/kg	0.5mg/m ³	Rapid breakdown but bad smelling	
	Cyfluthrin	Pyrethroid	Bayer BAYTHROID	WP	100g/kg	20-40g	Spray or paint onto surfaces to point of run-off. Use higher rate for longer residual action.	
	Cyfluthrin	Pyrethroid	Bayer SOLFAC	EW	50g/l	40-80 ml	Spray onto surfaces. Use higher rate for longer residual action.	For use on Mosquito nets and clothing
	Permethrin	Pyrethroid	NIX / RID /ELIMITE		50g/l	66ml/10 l water	For contact repelling of mosquitoes dip mosquito net or clothing for a few minutes in a freshly prepared emulsion and allow to dry. Repeat every third to fourth wash.	
	Cyfluthrin	Pyrethroid	Bayer RESPONSAR	EW or HN	25g/l	66ml/10 l water	Use 1.5l mixture per net. For contact repelling of mosquitoes dip mosquito net or clothing for a few minutes in a freshly prepared emulsion and allow to dry. Repeat every third to fourth wash.	

APPENDIX 13: PESTICIDES AND CHEMICALS BANNED FROM IMPORTATION AND USE IN THE KRUGER NATIONAL PARK

CHEMICAL	TRADE NAME	CHEMICAL CLASS
Dichlorvos/tetramethrin/piperonyl butoxide	Baygon Aerosol instant spray	Organo-phosphate
Dichlorvos/tetramethrin/piperonyl butoxide	Baygon Aerosol space spray	Organo-phosphate
Deltamethrin/d-tetramethrin/propoxur	Doom Aerosol - Surface double action	Carbomate
d-phenothrin/d-tetramethrin/prallethrin	Doom Aerosol - Low odour lightning fast	Carbomate
Dichlorvos/permethrin/propoxur or Dyant (d-phenothrin)	Dyant - aerosol	Organo-phosphate & Carbomate
Dichlorvos/propoxur	Dyroach Aerosol - Odourless	Organo-phosphate & Carbomate
Dichlorvos/propoxur	Target Aerosol - Cockroach and Ants	Organo-phosphate & Carbomate
Chlorpyrifos	Target Nest kill cockroach baits	Organo-phosphate
Atrazine	Atrazine Gesaprim Atraflo Bladex Terbutal Gesaprim	Toxicity group III
Parathion diethyl (p-nitropheny) phosphorothioate	Folidol Parafos Agrithion	An organophosphate. Extremely toxic, Toxic group I. Banned in 17 countries, restricted use status in RSA.
PCP Pentachlorophenol pentachlorophenyl	Woodprufe Timberlife Borcide Timbertret Anti-stain	An organochloride.
Chlordane Octachloro-a hexahydror-methiodene.	Termidan Chlorsdasol	An organochlorine insecticide. Moderately, toxic, toxic group I Banned in 25 countries, restricted status in RSA
Aldicarb Methyl-(methylthio)-Propionaldehyde methylcarbonmoy oxime	Termik	A N-Methyl Carbonate insecticide. Extremely toxic Toxic group I.

EDB Dibromoethane	Edabrom Gerbex Aquamix Bacfume	A halocarbon pesticide. Toxic group II. Banned in 14 countries. Restricted status in RSA.
Dieldrin hexachloro-hexahydro-dimethanonaphthalene plus derivatives Aldrin and Endrin	Aldrin HHDN Shelldrite	An organochlorine insecticide. Highly toxic, Toxic group I. Banned in 34 countries. Restricted status in RSA.
DDT Dichloro-diphenyl trichloro-ethane plus derivatives DDE and DDD	DDT	An organochlorine The Stockholm Convention on Persistent Organic Pollutants, which took effect in 2004, restricted DDT use to vector control only
Difethialone	Rattex	Brodifacoum - lethal 4-hydroxycoumarin vitamin K antagonist anticoagulant poison
Brodifacoum	Finale	Lethal 4-hydroxycoumarin vitamin K antagonist anticoagulant poison Glufosinate
Difenacoum	Tornadel	Anticoagulant of the 4-hydroxycoumarin vitamin K antagonist type
Flocoumafen	Storm	Anticoagulant of the 4-hydroxycoumarin vitamin K antagonist type
Gamma- BHC Hexachlorocyclohexane	Dyant Bexadust Fumitabs Ant and garden spray Nexit Lindane Anticide Gardit Everdeath Lindastof Agronex Lindan Woodprufe Blue death Servidol	An Irganochlorine insecticide. Moderately toxic, Class II.
Paraquat dimethyl-bipyridinium dichloride.	Paraquat Chloride Preeglone WPK PARAQUAT Gramoxone	A bipyridyl herbicide. Moderately toxic, Toxic Group II.
Hydrochloro-fluorocarbon HCF's	Chlorodifluoromethane or Difluoromonochloromethane	Total phase-out by 2030. Copenhagen protocol 1992.
P-chlorocresol- tar acids-(poly) alkylphenol- propan-2-ol- terpeneol	Jeyes Fluid	H400 very toxic to aquatic life; R50 very toxic to aquatic organisms
Naphthalene- 1, 4-dichlorobenzene.	Moth Balls	Carcinogenic and neurotoxic