



**APPOINTMENT OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY  
OF A MOBILE 4X4 BUSH FIRE FIGHTING/ WATERTENDER VEHICLE WITH  
6 000 LITRE CAPACITY**

<b>Bid Number</b>	GNP 075-23
<b>Advert Date</b>	28 March 2024
<b>Issuer</b>	South African National Parks
<b>Closing date and time</b>	Date: 03 May 2024 Time: 11:00am

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

The bid box is open during office hours, from 07h30 until 16h00, Monday – Friday at the below delivery address.

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

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS</b>				
<b>BID NUMBER:</b>	GNP 075-23	<b>CLOSING DATE:</b>	03 May 2024	<b>CLOSING TIME:</b> 11:00am
<b>DESCRIPTION</b>	<b>APPOINTMENT OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY OF A MOBILE 4X4 BUSH FIRE FIGHTING/ WATERTENDER VEHICLE WITH 6 000 LITRE CAPACITY</b>			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>				
TABLE MOUNTAIN NATIONAL PARK OFFICES, UPPER TOKAI ROAD, TOKAI, CAPE TOWN <b>(RECEPTION: TENDER BOX)</b>				
<b>NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above. No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail.</b>				
There shall be <b>no public opening</b> of the Bids received.				
<b>No late submissions will be accepted.</b>				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Goodman Mawela		CONTACT PERSON	JUSTIN BUCHMANN
TELEPHONE NUMBER	012 741 2320		TELEPHONE NUMBER	021-689 7438
E-MAIL ADDRESS	<a href="mailto:Goodman.mawela@sanparks.org">Goodman.mawela@sanparks.org</a>		E-MAIL ADDRESS	<a href="mailto:Justin.Buchmann@sanparks.org">Justin.Buchmann@sanparks.org</a>
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

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

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND/OR AN SLA.</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>2.7</b> NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:  
.....

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

DATE: .....

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

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

**CORRESPONDENCES - Queries**

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

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

**Department:** Supply Chain Management  
**Contact Person:** Mr Goodman Mawela  
**Tel:** 012 741 2320  
**E-mail address:** [goodman.mawela@sanparks.org](mailto:goodman.mawela@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 how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SANParks makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether regarding 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 National Treasury e-Tender Portal and awarded bids are notified through the website under “bids awarded” and SANParks shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.*

**BID DOCUMENTS**

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

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

- Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 6.1
- Proposed project plan demonstrating potential execution of the contracts and its milestones.
- Company registration certificate from CIPC.
- B-BBEE Certificate. ( Original or certified ) OR Sworn Affidavit
- Summary pricing in the SBD 3.1 format in this document.
- Detail price budget and supporting documentation.
- Proof of CSD registration.
- Reference letters.
- Proof of previous contracts/ purchase orders/ letter of award.
- Proof of address/ business premises.
- A contingency plan.
- Infrastructure and deployment plan for the manufacturing of the truck.
- List of current and previous clients.
- Company Profile
- List of employees

## **CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE**

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

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

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

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

## THE BIDDING SELECTION PROCESS

### Evaluation phases

#### **Phase 1: Mandatory evaluation criteria**

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

#### **Phase 2: Technical / Functional evaluation criteria**

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

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

No	Functionality criteria	Weighting factors	Points	Documents to be submitted for evaluation purposes	Points allocation
1	<p><b>Appropriate capacity, as well as relevant experience in the building of this type of vehicle to meet requirements in terms of the specifications for this project</b></p> <p>Information in response to this criteria should be placed in an Annexure labeled as <b>“Bidder</b></p>	40	5	Minimum of 12 years’ experience in the manufacturing of firefighting vehicles and equipment for the fire industry	<p><b>0</b> = Bidder did not indicate relevant capacity/capability and experience in the manufacturing of fire fighting vehicles and equipment.</p> <p><b>3</b> = Bidder indicate relevant capacity/capability and experience in the manufacturing of fire fighting</p>

	Capacity and Experience”				<p>vehicles and equipment but has less than 12 years’ experience</p> <p><b>5</b> =Bidder indicate relevant capacity/capability and experience in the manufacturing of fire fighting vehicles and equipment and has 12 years or more experience.</p>
2	<p><b>Relevant References</b></p> <p>Information in response to this criteria should be placed in an Annexure labeled as “<b>Relevant References of the Bidder</b>”</p>	10	5	<p><b>List of contactable / traceable references</b> that you are:</p> <ul style="list-style-type: none"> <li>* Currently engaged with</li> <li>* Provided services to in the past</li> </ul> <p><b>NB:</b> Proven record of manufacturing relevant fire</p>	<p><b>1 = 1 <u>relevant</u></b> reference supported by a contactable reference letter</p> <p><b>2 = 2 <u>relevant</u></b> reference supported by a contactable reference letter</p> <p><b>3 = 3 <u>relevant</u></b> reference supported by a contactable reference letter</p> <p><b>4 = 4 <u>relevant</u></b> reference supported</p>

				<p>fighting vehicles as per the specification provided.</p> <p>Reference letters as obtained from the organisations in which projects were executed to be attached.</p>	<p>by a contactable reference letter</p> <hr/> <p><b>5 = 5 <u>relevant</u></b> reference supported by a contactable reference letter</p>
3	<p><b>Employment of staff with the necessary expertise and qualifications to manufacture custom build vehicles that are tailored to the specifications of customers</b></p> <p>Information in respond to this criteria should be placed in an Annexure labeled as <b>“Employment of staff</b></p>	30	5	<p><b>Documents of proof indicating the innovative strengths and manpower with the technological leadership</b></p> <p><b>Tenderer to list the appropriate qualified experienced permanent staff required to complete the project. Appropriate trade certificates to be supplied.</b></p>	<p><b>0</b> = Bidder did not supply documents indicating the employment of staff with the necessary expertise and qualifications to perform required function for this scope of works</p>

	with the necessary expertise and qualification”			If tenderer is able to provide proof of qualifications 5 points will be awarded. Failure to do so will result in zero points being awarded	5 = Bidder supply most or all documents indicating the employment of staff with the necessary expertise and qualifications to perform required function for this scope of works
4	<p><b>Company Profile</b></p> <p>Information in respond to this criteria should be placed in an Annexure labeled as “<b>Company Profile of the bidder</b>”</p>	10	5	<p><b>Company profile to indicate the track record of</b> experience in implementing similar projects, relevance to company’s core business and reputation with clients as well as the capacity of the company in terms of intellectual capacity relevant to the project in question – organogram.</p>	<p><b>0 =</b> No Company profile is attached</p> <p><b>3 =</b> Company profile attached, but the profile does not give any information showing the strength of the company to be able to meet or execute the scope of work</p> <p><b>5 =</b> Company profile is attached and it gives indication of the company’s strength to be able to execute the scope of work in question. Previous</p>

5	Ability of the company to deliver the truck within the two years.	10	5	Company provide infrastructure and deployment plan for build, registration and delivery.	projects executed and qualified personnel to be able to execute the project
					0 = infrastructure and deployment plan lacks. 5 = Infrastructure and deployment plan address, staff needed, infrastructure, equipment to build, register and deliver truck.
<b>Total Score</b>		<b>100</b>	<b>25</b>		

**REASONS FOR DISQUALIFICATION**

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

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply);
- submitted incomplete information and documentation according to the requirements of this RFB document;
- Submitted information that is fraudulent, factually untrue or inaccurate information.
- Received information not available to other potential bidders through fraudulent means.
- Failed to comply with **technical requirements** as stipulated in the RFB document.
- misrepresented or altered material information in whatever way or manner.

- promised, offered or made gifts, benefits to any SANParks employee.
- canvassed, lobbied in order to gain unfair advantage.
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

**TERMS OF REFERENCE – APPOINTMENT OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY OF A MOBILE 4X4 BUSH FIRE FIGHTING/ WATERTENDER VEHICLE WITH 6 000LITRE CAPACITY.**

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**INTRODUCTION TO SANPARKS**

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

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

Our mandate is to deliver of Conservation Mandate by excelling in the management of a National Park System

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

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

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

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

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

Table Mountain National Park aims to be the pride and joy of SANParks. TMNP will be able to achieve this by developing and managing a system that represents the biodiversity, landscapes, and associated heritage assets of Cape Town for the sustainable use and benefit of all.

A competitive bidding process will be embarked upon. It is also important for SANParks to assist Government in its key objective of socio-economic development, especially in rural areas, where many of the national parks are located.

### **CONTEXT OF THIS PROCUREMENT**

SANParks aims to acquire a service provider that has the capability and understanding to provide the below listed fire trucks for SANParks. The required services will be contracted for a period of two (2) years. Bids are sought from reputable suppliers that have experience and capability in the Motor industry. Proof of such contracts will be requested as part of the tender process.

### **CONTRACT PERIOD**

The contract will be for a period of **two (02) years**

### **SPECIFICATIONS/SCOPE OF WORK**

#### **Introduction:**

South African National Parks intends to obtain a service provider that will supply and deliver various Firefighting water tenders. The required quantities are unknown at this point in time.

#### **ITEM 1: Specification for Heavy Duty Mobile 4 x 4 Firefighting Water Tanker**

<b>Item</b>	<b>Specifications and Requirements:</b>	<b>Comply Yes/ No</b>	<b>Commercial Offer</b>
	<b>4x4, 6 000 litre Water Tanker, complete with Pumps and Accessories</b>		
	<b>Overview of vehicle required</b>		
	Diesel – Diesel		
	Power : Not less than 240 kw @ 2300 rpm		
	Torque: Not less than 1250 Nm @ 1500 rpm		
	Alternator: Not Less than 28 volt and 100 amps		
	Automatic - Automatic or AMT (Refer Item 4)		
	4 Wheel Drive - Single Wheel application		

	Maximum Speed - Not less than 100 km/h		
	Diff lock - Front and Rear axle		
	Vehicle to be used for on and off road environments		
	Cab - Standard day cab		
	Steering - Right hand drive, power assisted		
	Type - Special purpose body (Fire Fighting Water Tanker)		
	GVM - Not less than 18 000 kg		
	Seating - To seat a driver and at least two (2) passenger		
	Dash mounted reverse camera 7 inch screen equipped with infrared capabilities		
	Vehicle to be fitted with factory alarm and central locking function which is key operated.		
	<b>Bull Bar / Tow Eye / Electric Winch</b> Heavy duty large diameter seamless 304 grade "Stainless Steel" round tubing wrap around: "Bull Bar" for additional protection of vehicle frontal area, must be suitably mounted nothindering or obstructing any cab movement. Bull bar to be in scratch and wear resistant matt black covering. Tow Eyes or equivalent to be situated both front and rear of vehicle.		
	Electric Winch: WARN 97730 or equivalent to be fitted to the front of the vehicle suitable mounted to tow pin as per factory		
	<b>Specification:</b>		
<b>1.1</b>	<b>CHASSIS:</b>		
1.1.1	Manufacturers Gross Vehicle Mass of approximately 18000 kg is required. Preference will be given to chassis frames which have a large section modular. Chassis shall have adequate cross members and shall be corrosion resistant.		
1.1.2	The chassis shall be fitted with hooks and eyes, front and rear, directly mounted on each of the longitudinal chassis members.		
1.1.3	A forward tilt or fixed control cab is required, and the design shall be such as to permit easy removal of the engine. Removal of the gearbox should be arranged by easy removal of a cross member to leave the engine in place.		
1.1.4	A wheelbase of approximately 4500 mm is required		
1.1.5	The exhaust pipe shall discharge below to the right hand side of the vehicle away from the pump operator's position. The chassis exhaust system should be clear of any combustible material, parts or lines of the fuel, hydraulic and electrical system. Where this is impractical, heat and/or drip protection must be provided. The system should be so designed that loose grass, straw or other debris cannot easily lodge and be retained by any part of the system.		

1.1.6	Front and rear heavy duty double acting telescopic shock -absorbers shall be fitted		
1.1.7	Except at axle casings, a road clearance of approximately 350mm is required.		
1.1.8	All grease nipples shall be easily accessible and clearly marked. Any lubricating nipple rendered inaccessible by the body or otherwise must be piped in an approved material to the nearest accessible point and clearly labelled		
1.1.9	The design of the vehicle and the storage of equipment shall be such that the mass is distributed symmetrically about the center line of the vehicle. The total mass of the unit, equipment and crew must be within the Road Traffic Legislation, Act 29 of 1989 and Act 93 of 1996, permitted axle loading and GVM and shall also be within 90% of the chassis manufacturer's designed spring capacities. All design aspects shall be acceptable to the chassis and truck manufacturers. Suspension stops shall be fitted to prevent possible damage due to the suspension bottoming.		
1.1.10	The suspension system shall permit the vehicle to comply with the requirements of "performance" with safety and without causing damage to the vehicle or its equipment. When fully equipped and loaded, the vehicle shall comply with the relevant requirements of the Road Traffic Act, Act 93 of 1996		
1.1.11	The axles shall be capable of supporting the distributed GVM and any braking loads applied to them. The rear axle differential shall be of robust and adequate design and the ratio to the transmission shall be such that the vehicle complies with the requirements of "Performance"		
1.1.12	Tyres fitted shall enable the vehicle to comply with all the requirements of "Performance" and shall comply with the tyre manufacturer's recommendations only. Steel belt radial ply tyres and only sizes locally <b>available</b> in RSA are acceptable.		
<b>1.2</b>	<b>ENGINE:</b>		
1.2.1	A diesel engine with a rated net power (at sea level) of not less than 240 kw is required. The tenderer must state the specification SANS 113-2:2006 (previously known as SABS No 013-1977, BS AV 141, din 70020 SAENETT) to which the power output is rated. An engine with larger kilowatt output is preferred. The engine shall be such that it complies with the requirements of "Performance"		
1.2.2	Provision must be made to ensure reliable and quick start-up of the engine by means of an electrically operated starter of adequate		

	power. The engine shall be capable of driving the fully laden vehicle at speed from start-up without any preliminary warming up period even under abnormally cold atmospheric conditions		
1.2.3	The engine cooling system shall permit continuous stationary running of the engine without overheating when the subsidiary power take-off only is engaged. It shall also prevent the main engine operating temperature exceeding the limits as specified by the engine manufacturer. If necessary indicate cooling and prevent intermixing of engine cooling and pump water. This shall be the closed circuit type in which no water is discharged to waste. If necessary, means shall be provided for cooling off the oil in the engine, gearbox and power take-off to run continuously without the engine operating temperature exceeding the limits as specified by the engine manufacturer.		
1.2.4	Suitable dial indicating thermometers for both cooling water and, engine systems appropriately marked with normal operating temperatures shall be provided on the cab and pump instrument panels.		
1.2.5	A dry air cleaner of the Cyclopac type or similar shall be fitted. Only air cleaner elements manufactured in the RSA is acceptable		
<b>1.3</b>	<b>FUEL SYSTEM:</b>		
1.3.1	A large fuel tank is required of not less than 200 liters or sufficient to operate vehicle at maximum performance for 3,5 – 4 hours. A large, clearly marked filling facility, which must be lockable, shall be provided on the exterior of the vehicle. The filling tube shall incorporate a filter and anti-siphoning device and shall be of ample size.		
1.3.2	The fuel system shall be fitted with an effective water separator in addition to the normal inline fuel filter.		
1.3.3	The tank shall be so located as to minimize the possibility that any of its contents might enter the driver's compartments in the event of an accident.		
1.3.4	Fuel lines within the engine compartments shall, as far as possible, be of ferrous metal. Where it is necessary within the engine compartment to insert a length of pliable material in order to accommodate relative movement of the engine and chassis, or to avoid the transmission of vibration and elsewhere on the chassis where a fuel line of pliable material may be used, the material shall be suitable for automotive purposes. All fuel lines shall be so placed that in the event of rupture, the possibility of fuel being allowed		

	to escape on the exhaust system or other hot parts of engine, is minimal.		
<b>1.4</b>	<b>TRANSMISSION:</b>		
1.4.1	An automatic transmission, or AMT having at least five (5) forward speeds and reverse. The range of the gearbox shall be such as to ensure compliance with the requirements of "performance" while being able to drive the P.T.O (Power Take Off) driven device. (pump)		
1.4.2	A transmission mounted P.T.O. or approved equivalent shall be provided. The power take-off controls shall be adjacent to the driver in the cab and pump operator's panel. Power take-off engagement warning lights shall be installed on the cab instrument panel and pump operators panel. Engagement of the PTO will only be possible with the transmission in Neutral and the Park Brake on. The PTO fitted shall be continuously rated and exceed the torque requirements of the pump. The PTO ratio shall be matched to the pump and vehicle engine to ensure the pump's optimum performance is achieved with the engine rpm within the green band.		
<b>1.5</b>	<b>BRAKES:</b>		
1.5.1	Full air operated disc/drum brakes are required. The dimensions and areas of the brake linings are to ensure that the vehicle in its GVM condition shall comply with all Traffic Legislation requirements and the minimum figures stipulated by the South African Bureau of Standards		
1.5.2	A dual braking system, with split circuits front and rear, is required. A.B.S is required. Traction control will be an added recommendation.		
1.5.3	Each circuit of the dual braking system shall be provided with its own reservoir and each must be provided with a visual and audible low pressure warning device set to operate at not less than 65% of the normal working pressure.		
1.5.4	Except where otherwise stated, the brakes and braking systems shall comply with the requirements of Parts I to VI of SABS SV1051		
1.5.5	A pressure reducing valve shall be fitted to the rear axle to provide optimum braking performance.		
1.5.6	All air reservoirs shall have drain and safety valves suitable protected from damage, but easily accessible for daily blow-off. Electronically controlled "blow off" valve could be offered, if not incorporated as standard		
1.5.7	A spring-operated, fail-safe parking emergency brake is required. The parking brake shall be capable of holding the fully laden vehicle stationary on a dry surface gradient of 1 in 4.		
1.5.8	The parking brake shall be fitted with a positive holding device to prevent it working loose during pumping. The device should prevent		

	accidental engagement or disengagement.		
1.5.9	An indication lamp shall be provided on the instrument panel in the cab to indicate when the parking brake is applied.		
1.5.10	Provision shall be made for the mechanical release of the parking brake in the event of low air pressure.		
1.5.11	The maximum leakage rate from each part of the system at maximum capacity shall not exceed 80 kilopascals for the first 12 hours, below compressor cut-in pressure. In addition, the leakage rate shall be of such that after 24 hours, the remaining reservoir pressure is sufficient to permit the parking brake to be released.		
<b>1.6</b>	<b>STEERING:</b>		
1.6.1	The design of the suspension and steering gear shall provide directional stability, having a self-centering action and shall not transmit road shock in the form of "kicks" to the steering wheel.		
1.6.2	Power assisted steering with a steering wheel of approximately 500 mm diameter is required.		
1.6.3	In the event of power failure to the steering, it shall be possible with manual steering to bring the fully loaded vehicle to a safe stop.		
1.6.4	A turning circle of not more than 19000 mm wall to wall is required.		
1.6.5	The steering shall preferably have not more than 5 turns lock to lock.		
1.6.6	Right hand drive is required.		
1.6.7	Angle of approach shall be approximately 25°.		
1.6.8	Angle of departure shall be approximately 20°.		
<b>1.7</b>	<b>ELECTRICAL:</b>		
1.7.1	The electrical system shall be 24 volt and there shall be two heavy duty batteries with a total capacity of approximately 180AH for each bank. The construction of the batteries shall incorporate a heat sealed cover, liquid gas separator and flame arrester protection. Each battery shall be of heavy duty construction		
1.7.2	An alternator shall be fitted having an output capable of supplying the full operational electrical load, but with a minimum of 108A, and shall incorporate fully automatic regulation. The alternator shall have spike protection fitted		
1.7.3	The system shall be fitted with a battery isolator master switch. The batteries shall rest on corrosion proof trays i.e. plastic or fiberglass		
1.7.4	The battery compartments shall be self-draining adequately ventilated and the batteries shall be readily accessible for examination, testing and maintenance. The battery compartment shall be so directed as to discharge clear of any portion of the vehicle or equipment.		
1.7.5	All the components of the electrical system		

	shall be of the waterproof type of sufficient carrying capacity to suit the maximum circuit loading and shall be color coded. All important electrical circuits shall have separate fuses or circuit breakers. Either shall be suitably indicated and grouped into a common box located in an accessible position. Where fuses are employed, there shall be provision within the box for carrying spares. All auxiliary equipment shall be wired through separate fuses.		
1.7.6	Provision shall be made for a regulated 12 volt electrical supply in the crew cab of the vehicle, on the left side, for a two-way radio, 24 to 12 volt step down transformer with minimum 15 amp capacity shall be fitted.		
1.7.7	Lighting shall be in accordance with the Road Traffic Act and shall include headlamps, front side lamps which may be incorporated in the headlamps, self-cancelling indicators, two rear light clusters incorporating stop, tail, indicator and reverse lamps and reflectors. Reverse lamps shall be fitted with an audible alarm which shall work automatically when reverse gear is engaged.		
1.7.8	All wiring shall be carried in tubing clipped to the chassis in an approved manner.		
1.7.9	A number plate light shall also be provided. A four way hazard flasher system is required and indicator repeater lamps on each side of the cab are preferred. In addition, two fog lamps are required.		
	<b>The following additional lighting shall be provided:-</b>		
1.7.10	Two cab interior lamps, individually switched providing sufficient illumination for reading.		
1.7.11	Lighting, suitably protected, for all lockers. These light fittings shall be easily accessible for maintenance. This lighting shall be operated from a master switch on the instrument panel, a warning light shall be provided to indicate when the lights are switched on.		
1.7.12	A light on the pump operator's panel at the discretion of the operator.		
1.8	<b>CREW CAB</b>		
1.8.1	A cab of sufficient size to accommodate three (3) persons. (The driver and two passengers)		
1.8.2	The cab shall be so designed and so attached to the chassis as to eliminate to the greatest possible extent the risk of injury to the occupants in the event of an accident. All door catches shall be of the anti-burst type and shall be internally recessed to prevent unintentional opening. All doors are to be fitted with locks and provided with a master key.		
1.8.3	The rear wall of the crew compartment shall be capable of withstanding a static		

	load of 200kg.		
1.8.4	All glass shall be toughened safety glass and each plate shall be permanently marked describing it as such, the design of the cab shall be such as to ensure maximum visibility for the driver. All seats in the vehicle shall be fitted with safety belts that comply with SABS standards for safety belts. All glass to be fitted with 30% smash and grab film according to manufacturer spec of 50 micron film. Seat Covers of a waterproof hard wearing canvas type material		
1.8.5	Access to the cab shall be entirely unobstructed and doors shall be forward hung on steel hinges with check straps. Large steps or step wells shall be provided for entering and leaving the cab.		
1.8.6	All controls necessary for the safe control of the vehicle whilst in motion shall be within easy reach of the driver with his seat belt fastened.		
1.8.7	The following equipment and controls shall be provided in the cab:-		
1.8.8	Parking brake control with lock and warning light		
1.8.9	Battery isolation switch, easily accessible to driver		
1.8.10	Fuse or circuit breaker box		
1.8.11	Fog lamp switch		
1.8.12	Cab interior lamp and switches		
1.8.13	Master locker light switch and warning lamp		
1.8.14	Windscreen wiper and washer control		
1.8.15	Fuel contents gauge		
1.8.16	Engine coolant temperature gauge		
1.8.17	Engine oil pressure gauge		
1.8.18	Warning devices / PA Audio / Gizwag System switches		
1.8.19	Air reservoir/s low pressure gauges		
1.8.20	Air reservoir/s low pressure warning light		
1.8.21	Cab heater / demister controls Spotlight switch		
1.8.22	Speedometer and odometer registering in km/h and km respectively		
1.8.23	Engine tachometer		
1.8.24	A 24 to 12 volt step down transformer with minimum 15 amp capacity shall be fitted.		
1.8.25	Two (2) 12V charging sockets dash mounted		
1.8.26	Two (2) USB charging ports dash mounted		
1.8.27	Fully functional MTM5000 Series (Motorola) or equivalent with remote speaker mic easily accessible to driver when in a seated position with speaker location allowing for audible transmissions.		
1.8.28	2x dash mounted rechargeable spotlights easily in reach of driver and passenger with intelligent charging		
1.8.29	Dash mounted reverse camera with 7inch screen equipped with infrared capabilities.		
<b>1.9</b>	<b>PUMP: PTO application:</b>		
1.8.1	A centrifugal pump capable of delivering not		

	less than 3500 lpm @ 10 Bar. Complete with 4 x BIC 65mm female control delivery valves.		
1.9.2	Pump should be mounted at the rear of the vehicle.		
1.9.3	A suitable priming pump, automatically or manually operated shall be provided. The primer pump shall be capable of lifting water 3000 mm /within 8 seconds and 7000 mm within 20seconds.		
1.9.4	<b>(PTO)</b> The pump shall be driven off the power take-off which shall be continuously rated and exceed the power required by the pump at optimum performance and shall be easily removable for repair. <b>The body builder and chassis supplier shall match PTO / Pump requirements so as to obtain best optimal pump performance.</b>		
1.9.5	All wet pump components shall be of corrosion resistant (stainless steel / brass) materials which shall be compatible to avoid galvanic effects. A drain valve shall be provided at the bottom of the pump casing, the control being arranged to prevent the cock being opened by vibration. Opening of drain valve shall be possible from the pump panel.		
1.9.6	The pump shall be supplied with three (3) x 3 metre armoured suctions of sufficient diameter to deliver optimal pump performance.		
1.9.7	<b>Hose Reels:</b> "Hannay" style manual hose reels with winding handles or equivalent.		
1.9.9	2 (two) x 30 metre x 25 mm ID hose and reels to be fitted on vehicle one on each side.		
1.9.10	Hose reels, to be plumbed independently, for the PTO pump delivery,		
1.9.11	Supply of two (2) appropriate nozzles for hose reels. (water: Protek 361 or equivalent. These fitted with Stortz couplings at reel to free reel of hose.		
<b>1.10</b>	<b>The following gauges, controls, valves and equipment shall be located on or in the vicinity of the panel and those shall be clearly labelled</b>		
1.10.1	Compound gauge. Large diameter with positive side calibrated to 30 bar and negative side calibrated to -1 bar. The gauge sweep shall be divided equally between negative and positive.		
1.10.2	Large diameter pressure gauges calibrated in bar for main pump and hose reels (0-30 bar).		
1.10.3	Integrated pump and management system panel for: Electronic Pump Speed Control equivalent, with Emergency Stop. Pump Tachometer. Pump compartment lights and switch. PTO Engagement Switch with Indicator Light. Tank to pump valve. (air operated)		

	<b>Hydrant to tank connection.(air operated)</b> Hose reel control valves. Left & right (air operated) Electronic Tanks, contents gauge suitably illuminated. Water tank contents level indicator gauge. Engine temperature gauge. Engine oil pressure gauge. Separate Pump Hour meter.		
1.10.4	Primer control lever		
1.10.5	Pump deliveries, control valves.		
<b>1.11</b>	<b>TANK: Water</b>		
1.11.1	An Aluminium "Barrel type" water tank with a capacity of not less than 6000 litres. Suitable, easy accessible drain valves to be fitted on tank.		
1.11.2	The sub frame shall be manufactured using a high grade carbon steel "C" profile (galvanized) with a minimum dimension of 100mm x 800mm x 6mm.		
1.11.3	All attachment straps shall be bolted to the chassis using existing holes provided by the chassis manufacturer. Only high tensile steel bolts matching the provided hole sizes in the chassis may be used. A minimum of three bolts per attachment strap is required. The front 25% of the sub frame shall be fitted with one (1) per side spring loaded cleat type mountings welded to the sub frame and bolted to the chassis, in addition to this, one (1) per side guides will be bolted to the chassis extending up to the center of the sub frame. The front ends of the sub frame rails shall be cut from top to bottom flange at 30° for stress relieving and extend past the front axle spring hangers or as close as possible to that point. All cross members fitted to the sub frame will be in load bearing positions and full welded to the sub frame. Care shall be taken not to obstruct any part of the chassis or OEM components that may need periodic maintenance. All added equipment e.g. pump, tank, drive lines and structures will be attached to the sub frame. The sub frame shall be de-scaled and free from welding splatter and corrosion before applying primer and paint. The tenderer shall in addition to this consult the vehicle manufacturer's guide for body builders. Any work done to have no impact on the chassis manufacturer's warranty.		
1.11.4	The tank and sub-frame shall be suitably mounted and attached to chassis of vehicle by stress relieving flexible mountings. The method of mounting shall take into account the importance of preventing any forward movement particularly in the event of an accident. The tank shall be mounted in such a manner as to achieve the lowest conveniently possible centre of gravity, and		

	shall comply with all required regulation and standards for this type of vehicle.		
1.11.5	The tank shall be fitted with baffle plates to prevent surge whilst the vehicle is in motion and shall be provided with an anti-vortex plate over the "sump" connection to the pump. Tank ends to be corrugated for extra strength against water hammer.		
1.11.6	An inspection plate, large enough to allow for inspection of the entire tank shall be provided.		
1.11.7	An overflow tube of larger diameter (2x tank fill) than of the filling pipe shall be installed, for the water tank.		
1.11.8	The overflow tube shall be so positioned and baffled to prevent loss of water, due to surge and tilting and shall discharge any overflow behind the rear wheels and beneath the chassis of the vehicle.		
1.11.9	Access to top of tank for storage / inspection purpose.		
1.11.10	Work platform and storage areas along length of tank at subframe height, not to extend over width of cab.		
<b>1.12</b>	<b>BODY WORK &amp; LOCKERS:</b>		
1.12.1	Where the bodywork manufacturer is not the chassis manufacturer, the ultimate design of the vehicle shall be approved by the chassis manufacturer.		
1.12.2	The design of the vehicle shall be such as to facilitate maintenance and repair and to give as low a centre of gravity as is practical. In addition, the vehicle shall be symmetrically proportioned with due consideration to the distribution and nature of the load to be sustained.		
1.12.3	All compartments shall be dust and weatherproof and shall have flush fitting locks. Sufficient locker compartment/s shall be provided to stow all the equipment required. Doors with an efficient means for remaining open shall be provided.		
1.12.4	Only locks / catches of a "fail safe" nature to prevent accidental opening of locker doors will be accepted.		
1.12.5	Total volume of pocket space to be +/- 3m <sup>3</sup>		
1.12.6	Cab and body shall be provided with suitable under body protection against rust.		
1.12.7	Kick plates shall be provided where damage to the paintwork is likely to occur from climbing into or onto the vehicle. Special attention should be paid to the mudguard areas. Step treads, decking and platforms and kick plates shall be of aluminium chequer plate.		
<b>1.13</b>	<b>BODY WORK FINISHES &amp; PAINTING:</b>		
1.13.1	The vehicle shall be free from sharp or jagged edges or corners, loose grab rails, or loose or slippery foot surfaces. Any materials that may be subject to corrosion shall have a durable corrosion - weather resistant automotive finish.		

1.13.2	Entire cab, sides of bodywork including compartment doors, other than roller shutter doors, wheels and unpainted surfaces shall be painted RAL 3001 signal red in accordance with the SABS specification 1091 of 1975 No A-11.		
<b>1.14</b>	<b>WARNING DIVICES:</b>		
1.14.1	An electronic siren and public address system with the followingspecifications must be supplied:		
1.14.2	The siren must have an output power of no less than 200 wattRMS.		
1.14.3	The unit must be touch control and able to control the light barand strobe lights as well as the cruise light function.		
1.14.4	The unit must incorporate a two- way radio re-broadcast facility.		
1.14.5	The following siren tones are to be available: YELP, WAIL, PHASER & AIR HORN.		
1.14.6	The vehicle hooter must be able to operate the following sirenfunctions via the standard junction box: <ul style="list-style-type: none"> <li>- Switch siren on.</li> <li>- Change siren tone</li> <li>- Active air horn / phaser tones</li> <li>- Switch siren "off"</li> <li>- Switch emergency lights "off"</li> </ul>		
1.14.7	The Siren unit must incorporate a siren speaker capable of noless than 120dba (200 watt RMS peak power) and must be fitted under body, forward facing.		
1.14.8	The public address system must have a hand held microphone, adjustable volume control and siren cancel – push –to-talk button.		
1.14.9	The siren unit must be supplied with a junction box to facilitatethe hooter, and "LED" light control functions.		
1.14.10	The siren to have reverse polarity protection.		
<b>1.15.</b>	<b>RED FLASHING LED LIGHTS:</b>		
1.15.1	10 LED panel flashing Lights shall be mounted on the vehicle as follows, 2 Front, 2 rear, and 3 each left and right sides of vehicle. These lights shall be controlled from the Siren/PA system and vehicle hooter.		
1.15.2	The light output from the LED modules must be visible through360° on the horizontal plane.		
1.15.3	The outer lenses must be of high impact UV protected Polycarbonate available in clear or as specified under specificvehicle specs.		
1.15.4	It must be completely sealed against the ingress of moisture. Thebase must be an anodised aluminium extrusion.		
1.15.5	All screws / nut bolts must be stainless steel.		
1.15.6	2 (two) alternating white LED spotlights (not a gizwag) are to be fitted to front of vehicle.		
1.15.7	4 (four) LED work lights to be fitted on top of tank, illuminatingaround working area of		

	vehicle.		
1.16	<b>BRANDING</b>		
1.16.1	As per SANParks standards supplied		
1.16.2	The complete vehicle will comply to the National Road Traffic Act, chassis manufacturer's body builders specification, homologated as a Fire Engine and delivered with CoF, registration documents, license and number plates.		
1.17	<b>SIGNS AND LABELS</b>		
1.17.1	All labels and signs in English		
1.17.2	A vehicle data plate will be fixed to the door		
1.17.3	Tyre pressure labels will be placed above all wheels indicating advised tyre pressure.		
1.17.4	Instruction plates will be fitted at all points of note on the superstructure.		
1.17.5	A pump data plate will be fixed in the pump compartment		
1.18	<b>ACCESSORIES AND EQUIPMENT Unit pricing seperate</b>		
1.18.1	A complete set of tools required for normal routine maintenance for the vehicle shall be included.		
1.18.2	One (1) spare wheel complete with radial tyre shall be supplied loose (It will not be carried on the vehicle)		
1.18.3	One (1) set metal sand tracks.		
1.18.4	Two (2) certified 8mx 20 T Duplex flat webbing slings		
1.18.5	Four (4) 65mm lay flat hose with 65mm BIC couplings		
1.18.6	Sixteen (16) 45mm lay flat hose with 65mm BIC couplings		
1.18.7	Two (2) 1¼" 12 T Crosby screw pin bow shackles		
1.18.8	One (1) heavy duty snatch block		
1.18.9	One (1) tree protector		
1.18.10	One (1) dividing breeching with ¼ turn control valves		
1.18.11	Tow chain 10T capacity x 8m		
1.18.12	Tyre inflator with hose 10m with quick coupler		
1.19	<b>PERFORMANCE AND ACCEPTANCE TESTS:</b>		
1.19.1	A road speed of not less than 80 km/h shall be readily maintained on a level road whilst fully laden.		
1.19.2	A fully laden vehicle with engine at normal running temperature shall be capable of an acceleration of 0 – 60 km/h in 30 seconds.		
1.19.3	The vehicle fully laden shall be capable of being driven at a constant speed of 100 km/h for a distance of 30 km without any portion of the power train or cooling system overheating.		
1.19.4	The vehicle shall be capable of being driven off smoothly from rest up a gradient of 1 in 25.		
1.19.5	The service and park brakes shall be tested with fully laden vehicle to ensure compliance of the SABS 1051 Parts I – Viand with the Road Traffic Act.		
1.19.6	The pump shall be capable of delivering the		

	<p>output guaranteed by the manufacturer, for a period of 2 (two) hours continuously. During the test the engine cooling system and oil lubrication systems shall not exceed the safety limits specified by the manufacturer.</p>		
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**RESPONSIBILITIES OF SANPARKS**

**SANParks shall:**

- 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 behaviour 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**

- Submit invoice together with the checklist on the last day of the month to the Project Manager.

**ASSIGNMENT AND SUB-CONTRACTING**

- The service provider will not assign or subcontract any part of the contract

**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 CONDITIONS**

- 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.

### **TERMS AND CONDITIONS OF SPECIFICATION**

- Due diligence review may be conducted before the awarding of the contract.

### **GENERAL SERVICE REQUIREMENTS**

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

### **TERMINATION OF SERVICE**

- 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 requirements of SANParks.
- Gross negligence by the service provider or its employees
- Failure to respond to any operational enquiries or complaints by SANParks within a reasonable time period.
- In addition to the above, this agreement may go out of force entirely, at any time, at the discretion of either party on condition that a period of 30 days' notice is given to the other party.

## DETAILED PRICING

### Pricing Schedule for the Duration of the Contract

<u>BID PRICE IN RSA RAND</u>
Price quoted is South African Rands in terms of General Conditions of contract clause 16.4 and shall be included in the SBD3.1. Bidders are requested to provide firm prices. Any adjustments will be subject to annual labour department rates. Documentary proof should be provided by the bidder.
<u>PRICE QUOTATION BASIS</u>
Price quoted is fully inclusive of all costs including disbursements and other overheads, delivery to the specified SANParks Business Unit geographical address and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies.
<u>PRICE PER DELIVERY POINT</u>
In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
<u>DETAIL PRICING SUPPORT</u>
Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided with reference to such included in this SBD3.1.
<u>PRICE CHANGES</u>
Price changes whether as a result of CPI, PPI, extensions or expansions will be allowed in terms of the signed contract by both parties.
<u>APPLICATION OF PREFERENCE POINTS</u>

Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.

<u>NO</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>
1	1	THE SUPPLY OF A MOBILE 4X4 BUSH FIRE FIGHTING/ WATERTENDER VEHICLE WITH 6 000 LITRE CAPACITY	1	
Total Cost is determined by multiplying quantity by unit price				
TOTAL COSTED VALUE OF ABOVE (ALL INCLUSIVE)			R	

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

**TOTAL BID PRICE FOR TWO (02) YEARS (VAT Inclusive and all applicable disbursements):**

**R.....**

(Please note that all prices quoted should be **inclusive** of Value Added Tax (VAT) for the duration of the contract. 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.

**SPECIAL CONDITIONS OF CONTRACT PERFORMANCE**

**AGREEMENT**

- Successful tenderers will be expected to enter into a Service Level Agreement with SANParks. Where a tender is submitted which incorporates the tenderer's standard conditions of tender/sale, such conditions shall be deemed to have been renounced by the tenderer.

## ANNEXURE A – STANDARD BIDDING DOCUMENTS

SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. BIDDER'S DECLARATION

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

employed by the state? **YES/NO**

1.1.1 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.

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



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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**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**

**1. GENERAL CONDITIONS**

**1.1** The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (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.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

**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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. 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**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{80/20 (Pt - Pmax)}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

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)
Exempted Micro Enterprise (EMEs) Qualifying Small Enterprise (QSEs)	Total Points: 10 QSEs/EMEs: 10	
Black Ownership Enterprises owned by Black People with at least 51% shareholding or more	Total Points: 10	
<b>Total number of Points</b>	<b>20</b>	

**NB In order to claim points on above specific goals, the bidder must submit;**

- a) A valid original or certified BBBEE certificate issued by SANAS accredited service provider or a valid Sworn Affidavit signed by the Commissioner of Oath. A bidder not qualifying with any of the specific goals above will score zero points.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as

advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## GENERAL CONDITIONS OF CONTRACT

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

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

GCC1

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

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on

	<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. <b>"Force majeure"</b> means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. <b>"Fraudulent practice"</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. <b>"GCC"</b> mean the General Conditions of Contract.</p> <p>1.15. <b>"Goods"</b> means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. <b>"Imported content"</b> means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. <b>"Local content"</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. <b>"Manufacture"</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. <b>"Order"</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. <b>"Project site"</b>, where applicable, means the place indicated in bidding documents.</p> <p>1.21. <b>"Purchaser"</b> means the organization purchasing the goods.</p> <p>1.22. <b>"Republic"</b> means the Republic of South Africa.</p> <p>1.23. <b>"SCC"</b> means the Special Conditions of Contract.</p> <p>1.24. <b>"Services"</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. <b>"Written"</b> or <b>"in writing"</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
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GCC2	<p><b>2. Application</b></p>
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	<p><b>3. General</b></p>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	<p><b>4. Standards</b></p>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<p><b>5. Use of contract documents and information</b></p>
	<p>5.1. The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance</p>

	<p>under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	<b>6. Patent rights</b>
	<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	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting 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	<b>8. Inspections, tests and analyses</b>
	<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</p>

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

GCC10	<b>10. Delivery and Documentation</b>
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
GCC11	<b>11. Insurance</b>
	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	<b>12. Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <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	<b>14. Spare parts</b>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of</p>

	<p>the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>14.1.2. In the event of termination of production of the spare parts:</p> <p>14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
GCC15	<p><b>15. Warranty</b></p>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
GCC16	<p><b>16. Payment</b></p>

	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
GCC17	<b>17. Prices</b>
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
GCC18	<b>18. Contract amendment</b>
	<p>18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
GCC19	<b>19. Assignment</b>
	<p>19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
GCC20	<b>20. Subcontract</b>
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract</p>
GCC21	<b>21. Delays in supplier's performance</b>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the</p>

	<p>supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	<b>22. Penalties</b>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate 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	<b>23. Termination for default</b>
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p>

	<p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-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</p>
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	<p>has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	<p><b>24. Anti-dumping and countervailing duties and rights</b></p>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<p><b>25. Force Majeure</b></p>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	<p><b>26. Termination for insolvency</b></p>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the</p>

	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.
GCC27	<b>27. Settlement of disputes</b>
	<p>27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5. Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>27.5.2. The purchaser shall pay the supplier any monies due the supplier.</p>
GCC28	<b>28. Limitation of liability</b>
	<p>28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
GCC29	<b>29. Governing language</b>
	<p>29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>

GCC30	<b>30. Applicable law</b>
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	<b>31. Notices</b>
	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 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
GCC32	<b>32. Taxes and duties</b>
	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. 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. 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
GCC33	<b>33. National Industrial Participation Programme</b>
	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.
GCC34	<b>34. Prohibition of restrictive practices</b>
	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). 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

	<p>Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
	<p><b>Contracted Party Due Diligence</b> SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.</p>
	<p><b>Jigs, Tools, and Templates, where applicable</b> Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.</p>
	<p><b>Copyright and Intellectual Property</b> All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract. The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property. The parties agree that all right, title, and interest in the contract intellectual property rightly invests in SANParks and to give effect to the foregoing:</p> <ul style="list-style-type: none"> <li>(a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to SANParks and SANParks hereby accepts such assignment, and</li> <li>(b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier.</li> </ul> <p>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.</p>

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

	<p>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, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p>
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## 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 **SANParks, Table Mountain National Park** in accordance with the requirements and specifications stipulated in bid number **GNP-075-23: APPOINTMENT OF ACCREDITED SERVICE PROVIDERS FOR THE SUPPLY OF A MOBILE 4X4 BUSH FIRE FIGHTING/ WATERTENDER VEHICLE WITH 6 000 LITRE CAPACITY** 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.	.....
DATE:	.....