Invitation to Bid for the

Appointment of panel of contractors for firebreak cutting in Table Mountain National Park for a period of five (5) years

Bid Number	GNP-016-26
Advert Date	06 November 2016
Issuer	South African National Parks
Compulsory Site Meeting	Date:13 November 2026 Time: 10am Venue: Tokai Admin Office (Main Boardroom) Contact person: Meagan van Neel – Meagan.duplessis@sanparks.org
Closing date and time	Date: 27 November 2026 Time: 11:00am

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

The bid box is generally open from 07h30 to 17h00 a day, 7 days a week at the below delivery address.

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

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

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS				
BID NUMBER:	GNP 016-26	**CLOSING DATE:**	27 November 2026	**CLOSING TIME:** 11:00am
DESCRIPTION	**Appointment of a panel of contractors for firebreak cutting in Table Mountain National Park for a of five (5) years.**			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
TENDER BOX: TABLE MOUNTAIN NATIONAL PARK **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.** There shall be **no public opening** of the Bids received. **No late submissions will be accepted.**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Meagan van Neel	CONTACT PERSON	Justin Buchmann
TELEPHONE NUMBER	042 281 1607 (ext.12069)	TELEPHONE NUMBER	021 689 7438
E-MAIL ADDRESS	meagan.duplessis@sanparks.org	E-MAIL ADDRESS	justin.buchmann@sanparks.org

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	

CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO				

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

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

DATE: ……

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

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

CORRESPONDENCES - Queries

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

Any queries regarding the bidding procedure may be directed to:

Department: Supply Chain Management

Contact Person: Ms Meagan van Neel

Tel: 042 281 1607 (ext.12069)

E-mail address: meagan.duplessis@sanparks.org

CONDITIONS AND INSTRUCTION TO THE BIDDER

a) The Bid forms should **not be retyped** or redrafted, but photocopies may be prepared and used.
b) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
c) Bidders should check the number 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?	❑ YES ❑ NO
Does the bidder have any intension of selling the bidding company within the next 12 months?	❑ YES ❑ NO
Does the bidder have any intension of selling the bidding company within the next 12 months to 60 months?	❑ YES ❑ NO

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

DISCLAIMERS

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

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

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

BID DOCUMENTS

Number of **ORIGINAL** bid documents in two separate envelopes	**ONE**
Electronic Copy of the original document in PDF (flash drive)	**ONE**
Bid documents must contain **two original documents**, **initialled on each page** thereof and **signed where required.** .	

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

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

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.

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).

THE BIDDING SELECTION PROCESS

Phase 1: 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 **80%** per the criteria for consideration to the next phase. **Bidders who fail to comply with the set minimum threshold of 80% per the technical requirements will be eliminated.**

FUNCTIONALITY CRITERIA			**MAXIMUM TO BE AWARDED**
Criterion	**Documents to be submitted**	**Points**	**Points**
1. Company experience in firebreak cutting	Scoring of the Experience - Company has experience to render service in terms of available resources **NB:** Submit reference letters or completion certificates on the client's letterhead; contract description; contract period and contract amount.	**25**	**0 points =** no proof has been submitted. **10 points** = 3 reference letters or completion certificates submitted. **25 points =** 5 or more reference letters or completion certificates submitted.
2. Capacity (Equipment: brush cutters, chainsaws, etc.)	Scoring of the Capacity (equipment) - Company has capacity to render service in terms of available resources	**25**	**0 points =** no proof has been submitted. **25 points =** Proof of equipment submitted.

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
	*Minimum of 5 brush cutters and 5 chainsaws. * **NB:** • **Submit photographs of equipment.** • **A completed equipment registers with serial numbers.** • **In case of equipment rental please submit a signed lease agreement signed by both parties with the equipment register.**		
3. Capacity (human capital) available to service the park in relation to the project –	<u>Scoring of the Capacity (equipment)</u> - Company has capacity to render service in terms of available resources **<u>Team must consist of:</u>** • 1 x Team Supervisor • Minimum of 5 x brush cutters (A valid certificate must be issued by an accredited service provider not older than 24 months). • Minimum of 2 x chainsaw operators (A valid certificate must be issued by an	**25**	**0 points =** no proof has been submitted. **25 points =** Proof of team submitted with all required certificates.

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
	accredited service provider not older than 24 months). • Minimum of 2 x herbicide applicators (A valid certificate must be issued by an accredited service provider not older than 24 months). **<u>OHS requirements:</u>** • Minimum of 1 x First Aider (A valid certificate must be issued by an accredited service provider not older than 24 months). • Proof of basic wild land fire fighting for the entire team (certificate must be issued by an accredited service provider).		
4. Capacity (vehicles) available to service the park in relation to the project –	<u>Scoring of the Capacity (vehicle)</u>		**0 points** – no proof of vehicles submitted **25 points** – proof of suitable vehicles submitted.

FUNCTIONALITY CRITERIA			MAXIMUM TO BE AWARDED
Own / leased Vehicles	- Company has capacity to deliver in terms of available resources (All vehicles must be licenced, roadworthy and comply with all OHS requirements). Company must have a vehicle to comfortably transport the team with a trailer for equipment. **NB:** Submit proof of vehicles registration or signed lease agreement by both parties.	**25**	
Total Score		**100**	
Minimum Points		**80**	

REASONS FOR DISQUALIFICATION

SANParks reserves the right to disqualify any bidder who does not comply with one or more of the following bid requirements.

- 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 **Pre-qualification requirements** as stipulated in the RFB document
- Failed to comply with **Functionality requirements** as stipulated in the RFB document.
- Misrepresented or altered material information in whatever way or manner.
- Promised, offered or made gifts, benefits to any SANParks employee involve with the bid.
- Canvassed, lobbied to gain unfair advantage.
- Committed fraudulent acts; and
- Acted dishonestly and/or in bad faith etc.

TERMS OF REFERENCE – APPOINTMENT OF A PANEL OF CONTRACTORS FOR FIREBREAK CUTTING IN TABLE MOUNTAIN NATIONAL PARK FOR A PERIOD OF FIVE (5) YEARS.

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 represent 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

The business unit responsible for this bid is the fire department at Table Mountain National Park which is responsible for firebreak cutting within the park.

CONTEXT OF THIS PROCUREMENT

The purpose of this bid is to invite prospective bidders to submit a proposal for the construction and maintenance of firebreaks in Table Mountain National Park for a period of five years.

CONTRACT PERIOD

The Contract will be for a period of five (5) years.

FIREBREAK CONSTRUCTION AND MAINTENANCE SEASON:

Spring (September – November)

PANEL UTELIZATION STRATEGY

Request for quotations will be done on an annual basis from service providers on the approved panel.

TERMS OF REFERENCE/SCOPE OF WORK

1. Description

Table Mountain National Park (TMNP) is desirous to appoint various service providers for the annual maintenance of the circum-peninsula fire break network at various locations within the park.

2. Scope of Work

2.1 BACKGROUND

Table Mountain National Park (TMNP) is in need of contractor/contractors to provide the following services to the park:

This bid covers the provision of trained and equipped crews **familiar with TMNP and it surrounds to perform** the following functions:

- Construction of new and additional fire breaks on the Wildland Urban Interface to prevent fires from migrating into the urban/rural interface.
- Maintenance of the circum-peninsula fire break network on the Wildland Urban Interface to prevent fires from migrating into the urban/rural interface.

2.2 LEGAL REQUIREMENTS

2.2.1 National Veld and Forest Fire Act

Chapter 4 of the National Veld and Forest Fire Act, Act 101 of 1998 places a duty on landowners to prepare and maintain fire breaks.

Duty to prepare and maintain fire breaks:

Section 12 (1): Every owner on whose land a veldfire may start or burn or from whose land it may spread must prepare and maintain a fire break on his or her side of the boundary between his or her land and adjoining land.

Section 13: An owner who is obliged to prepare and maintain a fire break must ensure that, with due regard to the weather, climate, terrain and vegetation of the area –

(a) It is wide enough and long enough to have a reasonable chance of preventing a veldfire from spreading to or from neighbouring land;
(b) It does not cause soil erosion; and
(c) It is reasonable free of inflammable material capable of carrying a veldfire across it.

To comply with Chapter 4 of the National Veld and Forest Fire Act, TMNP has developed the circum-peninsula fire beak network which has to be maintained on an annual basis.

2.3 SITE INSTRUCTIONS AND RELATED RESPONSIBILITIES

2.3.1 The bidder shall ensure that crew members responsible for the fire break construction and maintenance behave in a seemly and sober manner towards SANParks employees, members of the public and others.

2.3.2 Extensive use of brush-cut fire breaks as the preparation of fire breaks by cutting is a hazardous operation that has often been the source of a wildfire.

2.3.3 Fire breaks need to be well positioned and regularly maintained to be effective. **Please see attached Inventory of Fire Breaks for details on responsibility, dimensions, which will include width and length, and the methods of clearing for all fire breaks.**

2.3.4 Specific considerations with respect to fire break construction and maintenance are listed in the box below:

Ecological considerations:

- Ecological considerations will form part of the annual re-alignment of Circum-Peninsula Firebreak Network.

Planning considerations:

- A decision as to what firebreaks to maintain in any particular year should be taken in the early autumn of each year.
- Information on the spatial distribution of fire hazard should be used in prioritising the preparation and maintenance of firebreaks.
- All four parties i.e. City of Cape Town; SANParks; Cape Peninsula Fire Protection Association and the Department of Public Works need to reach consensus in terms of re-alignment.

Design considerations:

- Advantage of preparing brush cut breaks is that unlike rotation of firebreaks of the past, a single break, typically 15-20 m wide, will be maintained in a permanent position.
- 15-20 m width for firebreaks should be used as a guide and in circumstances of high-risk consideration should be given to creating even wider firebreaks
- Breaks should have significantly reduced fuel loads, and the height of vegetation within the break must be kept as low as possible.
- Waste material from firebreak preparation must be disposed of into the veld on the Park side of the firebreak as per the specification document.

2.3.5 Crews provided by the bidder for the performance of the required duties shall be inclusive of Supervisors/crew leaders/brush cutter/chain saw operators, drivers and general workers. **Appointed Supervisors and crew leaders to be acquainted with TMNP areas under jurisdiction of SANParks as well as its surrounds, have the necessary experience with regard to the supervising of a large workforce and the operation and maintenance of the required machines and equipment to be used for the construction and maintenance of fire breaks.**

The successful bidder will have to provide its own vehicles and machinery and the total prices stated per individual fire break must include all labour cost, kilometres for vehicles as well as hourly cost with regard to the equipment/machinery to be used.

3.1. Operational Requirements

Trained and adequately equipped crews for the construction and maintenance of fire breaks will be required to clear a total of ±160km of fire breaks.

The successful bidders will be responsible for the following activities:

a) The initial construction and preparation of new fire breaks as a result of changes/additions to the circum-peninsula fire break network – please see Inventory of Fire Breaks for details.
b) The **annual clearing and maintenance** of the circum-peninsula fire break network within the following areas:

Please see attached Inventory of Fire Breaks for details on responsibility, dimensions, which will include width and length, and the methods of clearing for all fire breaks for the current year. Please note that the firebreak alignment in length and width gets adjusted on an annual basis.

BID ITEM NO	**MANAGEMENT AREA**	**SECTION**	**TOTAL ± LENGTH OF FIRE BREAK (M)**
1	City of Cape Town	-	
	North*		15970
	Central*		9560
	South*		8610
	Total		**34140**
2	Private	-	
	North*		5240
	Central*		10630
	South*		7410
	Total		**23280**
3	Table Mountain National Park: Central	Silvermine Section of Table Mountain National Park including Hout Bay, Noordhoek, Kommetjie, Fish Hoek	15330
4	Table Mountain National Park: Central	Tokai & Price Drive	15470
5	Department of Public works*		5800
6	Table Mountain National Park: North	Atlantic Seaboard – Camps Bay, Llandudno, Hout Bay	11790
7	Table Mountain National Park: North	City Bowl - Signal Hill, Oranjezicht, Devil's Peak	14650

8	Table Mountain National Park: North	Groote Schuur Estate, Newlands, Orange Kloof, Cecelia	13090
9	Table Mountain National Park: South	Redhill, Welcome Glen, Scarborough, Simonstown	26360

*** North – Areas between Signal Hill and Hout Bay main road to Constantia Nek**

*** Central – Areas between Hout Bay main road to Constantia Nek and Kommetjie to Glencairn along Black Hill Express way.**

*** South – Areas south of Kommetjie to Glencairn along Black Hill Express way.**

*** Department of Public works – All areas from Signal Hill to Simons Town including Da Gama Park**

The construction and maintenance of fire breaks includes, although not limited to, the following activities:

i) Brush cutting - all vegetation with fine foliage (grasses, restios, shrubs) within the fire break to be cut to a height of ±5, 0 cm

ii) Removal and disposal of cut material – **all cut material to be dispersed 20m away from the cut fire break (where possible) or to be removed from the site e.g. in case of the construction/addition of a new fire break**

iii) Where there **is an accumulation of dried cut material from previous clearings** on the edge of the fire break [i.e. the cut material was not dispersed as per (ii) above] the contractor will be required **to remove this from site or to disperse this 20m away from the cut fire break**

iv) Tree felling and trimming – all dead and dying trees within the width of the fire break to be felled, chipped and/or removed from the site (**felling of dead and dying trees to be confirmed by the relevant Section Ranger**). Dead material in healthy trees and shrubs must be cut out, or trimmed and removed from site. All mature trees within fire breaks must be pruned to a height of at least 2,0m and any decision to fell and remove such trees must be confirmed in advance by the relevant Section Ranger as well as the Fire Manager

v) **Removal of logs and branches in fire breaks** – all logs and branches must be cut and removed from the entire width of the fire break

vi) Alien vegetation clearing and herbicide application – all alien vegetation within the width of the fire beak must either be removed manually or be chemically treated on condition that it is done with the necessary caution and according to the manufactures specification under the supervision of a registered Pest Control Operator. Coppiced alien vegetation which cannot be manually removed must be slashed and the bark removed

down to ground level where after it must be immediately treated with the applicable herbicide.

vii) Stacking of cut alien vegetation – remove and re-stack all stacks (20m away from fire break) that have originated from alien clearing operations if within the width or immediate boundary of the fire break.

viii) Mechanical chipping of cut material – this is applicable to either the widening/construction/felling of dead and dying trees/deviation of a new fire break whereby a chipper will be required to get rid of cut material. All chipped material to be removed from the site

ix) Litter/refuse removal – all litter and refuse must be bagged and removed from site daily. This includes papers, bottles, tins, etc. as well as garden refuse dumped by the immediate homeowners. Dumping to be reported to the relevant Section Ranger.

Further to the above, the successful bidder will also have to comply with the following:

i) Herbicide for the chemical treatment of alien vegetation will be supplied by SANParks. No decanting of herbicide will be allowed to take place in the veld. All decanting and/or mixing of herbicide to take place before getting to the site, on the back of a vehicle or on a drip sheet to prevent spillage of harmful substances. No infield overnight storing of herbicides will be allowed.

ii) No brush cutting will be allowed on days when the Fire Danger Index is within the Orange and Red Index. Contractors to require daily FDI from the relevant Section Ranger or from the Fire Management Department at Newlands Fire Base before starting with brush cutting and/or chainsaw work.

iii) No servicing of machines or decanting of fuel will be allowed to take place in the veld. Re-fuelling of machines to take place on the back of a vehicle or on a drip sheet to prevent spillage of harmful substances.

iv) Contractors to be in possession of basic fire-fighting equipment such as fire beaters and knapsack sprayers (for every crew of 10 employees there should be at least 5 fire beaters and 2 knapsack sprayers). This equipment should be ready to be always used and should be in proximity of the brush cutting and chain saw operators.

v) Contractors not allowed to make any fire or to use any gas equipment for cooking purposes.

vi) All wildfires must be reported immediately to the Newlands Dispatch Centre at 021 689 7438/9 or to the Public Emergency Communication Centre dialling the TMNP Emergency Number at 086 110 417.

vii) No smoking will be allowed in field during the operation. Smoking will be allowed at designated smoking areas during tea and lunch breaks and provision will be made to discard any cigarette buds.

viii) Working will not be allowed over weekends or public holidays unless prior permission has been granted. Normal working hours will be between 07:00 to 17:30.

ix) Areas where residents have extended their gardens into the fire break will be assessed individually by the Senior Section Ranger and a decision will be taken as to whether the vegetation constitute a fire hazard or not – in the case of a fire hazard then it will be required to cut or trim the vegetation as to the above standards or to completely remove all the vegetation.

x) Report any illegal activity noted to the relevant Section Ranger.

xi) Contractor's employees will not be allowed to access any private property unless he/she has obtained the necessary permission from the individual property owner.

xii) Contractor and his/her employees must at all times respect the privacy of individual property owners and under no circumstances will they be allowed to approach property owners to make use of their bathroom facilities, to request to use the landline and to ask for any liquid refreshments or any perishable or non-perishable foodstuff.

xiii) Contractors will not be allowed to do any off-road driving and must always give way to hikers, cyclist and Park vehicles when using management tracks within the Park.

3.2. Protective Clothing Requirements

The successful bidder shall ensure that all employees are adequately equipped, in terms of protective clothing.

The minimum protective clothing requirements are:

Workers

One/two piece overall with company name and/or logo

Safety boots

Gloves leather

1 Litre water bottle complete with pouch

Brush cutter operator

One/two piece overall with company name and/or logo

Safety boots with steel toe caps

Helmet with visor and ear protection

Shin guards

Gloves Brush Cutter

1 Litre water bottle complete with pouch

Chainsaw operator

One/two piece overall with company name and/or logo

Safety boots with steel toe caps

Helmet with visor and ear protection

Chainsaw pants / chaps

Gloves Chainsaw

1 Litre water bottle complete with pouch

Herbicide applicator

One/two piece overall with company name and/or logo

Gumboots

Apron PVC Heavy Duty

Gloves PVC Chemical

Face shield/Goggles Safety Clear

Respirator (Single) Half Mask

3.3. Compliance with Legislation

Bidders shall comply with all laws relating to the operation of a commercial undertaking regarding wages, hours and conditions generally governing the employment of labour. Note should also be taken of Social Investment. Bidders shall furthermore confirm that they are properly registered with the relevant statutory authority required by current legislation governing the TMNP, including but not necessarily limited to:

The Unemployment Insurance Fund

The Workman's Compensation Fund

The Receiver of Revenue for PAYE

The Receiver of Revenue as a taxpayer

The Receiver of Revenue for Value Added Tax

3.4 Occupational Health and Safety Act

The successful bidder shall ensure compliance with the requirements of the OHS Act 1993 and incorporated Regulations.

4. **Injuries or damage to contractor's personnel, vehicles etc.**

It is to be clearly understood that in the event of injury or damage to the contractor's personnel, vehicles or equipment, no claim for damages or responsibility will be accepted by SANParks.

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 interest1 in the enterprise, employed by the state?

YES / NO

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

Full Name	**Identity Number**	**Name of State institution**

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

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……..

……..

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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

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

process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE

…… ……

Signature Date

…… ……

Position

SBD 6.1: 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

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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); and

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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim 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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Source Documents to be used for Evaluation. (To qualify for the points, bidders must provide the below proof)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local suppliers adjacent to SANParks operations (220km radius from Stormsriver mouth gate).	• Municipal rates bill in the name of the bidder company or name of directors of the company (not older than 3 months); or • Local municipality confirming business address (not older than 3 months); or, • Signed and valid Lease agreement (Submit proof of latest rental payment - not older than three months (bank proof, EFT slips or receipts that match the landlords' details on the lease agreement) • NB. The municipality rates bill provided must be where the business operates (Where a supplier is a tenant, they must submit a copy of the municipal bill plus a letter of consent from the landlord tying the business to the address).	Total Points: 10	
Enterprises with B-BBEE Procurement Recognition Level 1(one) – 4 (four).	• Valid BBBEE certificate issued by SANAS accredited verification Agency • Affidavit (CIPC, DTIC Sworn affidavit)	Level 1 = 10 points Level 2 = 8 points Level 3 = 6 points Level 4 = 5 points	

DECLARATION WITH REGARD TO COMPANY/FIRM

CLAIM POINTS IF YOU QUALIFY

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.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

……

ANNEXURE A – STANDARD BIDDING DOCUMENTS SBD 7.2

SBD 7.2: CONTRACT FORM – GNP-016-26 APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE CUTTING OF FIREBREAKS IN TABLE MOUNTAIN NATIONAL PARK FOR A PERIOD OF FIVE (5) YEARS.

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

PART 1 (TO BE FILLED IN BY SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to South African National Parks (SANParks) – **Table Mountain National Park** in accordance with the requirements and task directives / proposals specifications stipulated in **Request for bid (RFB)** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - **Request for Quotation.**
   - **Tax compliance status verification.**
   - **Pricing schedule(s);**
   - **Approved Terms of reference.**
   - **Preference claims for specific goals.**
   - **Declaration of interest.**
   - **Special Conditions of Contract.**

   (ii) General Conditions of Contract; and
   Other (specify): Purchase Order

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

SBD 7.2: CONTRACT FORM – GNP-016-26 APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE CUTTING OF FIREBREAKS IN TABLE MOUNTAIN NATIONAL PARK FOR A PERIOD OF FIVE (5) YEARS.

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 …….

OFFICIAL STAMP OR PHYSICAL ADDRESS

WITNESSES
1 ……
2 ……

SBD 7.2: CONTRACT FORM – GNP-016-26 APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE CUTTING OF FIREBREAKS IN TABLE MOUNTAIN NATIONAL PARK FOR A PERIOD OF FIVE (5) YEARS.

PART 2 (TO BE FILLED IN BY SANParks)

I, **……..,** in my capacity as **……** of **South African National Parks** accept your bid under reference number **GNP 048-25** for the rendering of services as indicated hereunder.

1. An official order indicating service delivery instructions is forthcoming.

2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	**PRICE (VAT INCL.)**
APPOINTMENT OF A PANEL OF CONTRACTORS FOR THE CUTTING OF FIREBREAKS IN TABLE MOUNTAIN NATIONAL PARK FOR A PERIOD OF FIVE (5) YEARS.	
Commencement date	**Completion date**

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 …….

2 …….

GENERAL CONDITIONS OF CONTRACT

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

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

GCC1	1. **Definitions - The following terms shall be interpreted as indicated:**
	1.1. “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids. 1.2. “**Contract**” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3. “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4. “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5. "**Countervailing duties**” imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6. “**Country of origin**” means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7. “**Day**” means calendar day. 1.8. “**Delivery**” means delivery in compliance of the conditions of the contract or order. 1.9. “**Delivery ex stock**” means immediate delivery directly from

		stock actually on hand.
	1.10.	"**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
	1.11.	"**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
	1.12.	"**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	1.13.	"**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
	1.14.	"**GCC**" mean the General Conditions of Contract.
	1.15.	"**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
	1.16.	"**Imported content**" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
	1.17.	"**Local content**" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
	1.18.	"**Manufacture**" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
	1.19.	"**Order**" means an official written order issued for the supply

	of goods or works or the rendering of a service. 1.20. "**Project site**", where applicable, means the place indicated in bidding documents. 1.21. "**Purchaser**" means the organization purchasing the goods. 1.22. "**Republic**" means the Republic of South Africa. 1.23. "**SCC**" means the Special Conditions of Contract. 1.24. "**Services**" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25. "**Written**" or "**in writing**" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	2. **Application**
	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. 2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works. 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	3. **General**
	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. 3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	4. **Standards**
	4.1. The goods supplied shall conform to the standards mentioned

	in the bidding documents and specifications.
GCC5	**5. Use of contract documents and information**
	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. 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. 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 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.
GCC6	**6. Patent rights**
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	**7. Performance security**
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3. The performance security shall be denominated in the

	currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	8. **Inspections, tests and analyses**
	8.1. All pre-bidding testing will be for the account of the bidder. 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. 8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses. 8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies

		are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	9. **Packing**	
		9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case 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. 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.
GCC10	10. **Delivery and Documentation**	
		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. 10.2. Documents submitted by the supplier are specified in SCC.
GCC11	11. **Insurance**	
		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.
GCC12	12. **Transportation**
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. **Incidental services**
	13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 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 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. 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.
GCC14	14. **Spare parts**
	14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 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 14.1.2. In the event of termination of production of the spare parts:

	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 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.
GCC15	15. **Warranty**
	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. 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. 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 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. 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.
GCC16	16. **Payment**
	16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 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. 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. 16.4. Payment will be made in Rand unless otherwise stipulated in SCC
GCC17	17. **Prices**
	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.
GCC18	18. **Contract amendment**
	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.
GCC19	19. **Assignment**
	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.
GCC20	20. **Subcontract**
	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
GCC21	21. **Delays in supplier's performance**
	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. 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the

		supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 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. 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. 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. 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.
GCC22	22. **Penalties**	
	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.	
GCC23	23. **Termination for default**	

	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: 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; 23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or 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. 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. 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. 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. 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. 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: 23.6.1. The name and address of the supplier and / or person restricted by the purchaser; 23.6.2. The date of commencement of the restriction 23.6.3. The period of restriction; and 23.6.4. The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	24. **Anti-dumping and countervailing duties and rights**
	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
GCC25	25. **Force Majeure**
	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. 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.
GCC26	26. **Termination for insolvency**
	26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	27. **Settlement of disputes**
	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. 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. 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. 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5. Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. The purchaser shall pay the supplier any monies due the

	supplier.
GCC28	28. **Limitation of liability**
	28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 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 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.
GCC29	29. **Governing language**
	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.
GCC30	30. **Applicable law**
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	31. **Notices**
	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	32. **Taxes and duties**
	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	33. **National Industrial Participation Programme**
	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	34. **Prohibition of restrictive practices**
	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 Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 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.
	Contracted Party Due Diligence SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.
	Jigs, Tools, and Templates, where applicable Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.

	Copyright and Intellectual Property All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract. The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable 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: (a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to SANParks and SANParks hereby accepts such assignment, and (b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier. The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document. The contracted supplier shall assist SANParks in obtaining statutory protection for the contract intellectual property at the expense of SANParks wherever SANParks may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to SANParks, or as SANParks may direct, and to support SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world. The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause. The rights and obligations set out in this clause shall service termination of this contract indefinitely.
	Confidentiality The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not: (a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent. (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 (c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. 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 (a) Disclose the confidential information to any third party, or (b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, 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: (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; (b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; (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 (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. 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: (a) All written disclosures received from SANParks; (b) All written transcripts of confidential information disclosed verbally by the SANParks; and (c) All material embodiments of the contract intellectual property. The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein. 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.