South African
NATIONAL PARKS

Invitation to Bid for the Appointment of a service provider

FOR THE INSTALLATION, MAINTENANCE, MONITORING AND REPAIR OF PV SOLAR HYBRID PLANT SYSTEMS IN KRUGER NATIONAL PARK, AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (5) YEARS.

Bid Number	KNP-002-26
Advert Date	11 October 2026
Issuer	South African National Parks
Closing date and time	Date: 11 December 2026 Time: 11:00 am
Mandatory Briefing Session	**Not Applicable**

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 5 DAYS A WEEK MONDAY TO FRIDAY FROM (08H00 - 16H00)(DURING OFFICE HOURS ONLY) AT THE BELOW PHYSICAL DELIVERY ADDRESS
SUPPLY CHAIN MANAGEMENT UNIT
PROCUREMENT OFFICE
ADMIN BLOCK
SKUKUZA
KRUGER NATIONAL PARK

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT7

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PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICANNATIONAL PARKS				
BID NUMBER:	**KNP-002-26**	**CLOSINGDATE:**	**11 DECEMBER 2026**	**CLOSING TIME: 11H00 AM**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, MAINTENANCE, MONITORING AND REPAIR OF PV SOLAR HYBRID PLANT SYSTEMS IN KRUGER NATIONAL PARK, AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (5) YEARS**			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

SUPPLY CHAIN MANAGEMENT UNIT

PROCUREMENT OFFICE

SKUKUZA ADMIN BLOCK

KRUGER 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.

SANParks reserves the right to award this bid to more than one (1) bidder based either on size or geographic considerations.

There shall be **no public opening** of the Bids received.

No late submissions will be accepted and SANParks will not be held accountable should your couriered document arrives late.

BIDDING PROCEDURE ENQUIRIES MAY BEDIRECTED TO		**TECHNICAL ENQUIRIES MAY B EDIRECTEDTO:**	
CONTATPERSON	**Fhatuwani Matshili**	CONTATPERSON	**Fikiswa Gasa**
TELEPHONE NUMBER	**(013) 735 4311**	TELEPHONENUMBER	**(013) 735 4020**
E-MAIL ADDRESS	Fhatuwani.Matshili@sanparks.org	E-MAIL ADDRESS	Fikiswa.gasa@sanparks.org

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	B-BBEE STATUS LEVEL SWORN AFFIDAVIT
[TICK APPLICABLE BOX] ☐ Yes ☐ No	[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 SPECIFIC GOAL]

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?
☐ Yes ☐ No	☐ Yes ☐ No
[IF YES ENCLOSE PROOF]	[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

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.".

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

SIGNATURE OF BIDDER: _____

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

DATE: _____

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

Non / Compulsory Briefing Session Compulsory	**Contact Person: NOT APPLICABLE**	
Bid Validity	**Validity Period from Date of Closure:**	**83 Days**
	The tender proposal must remain valid for at least 83 days after the tender due date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period of 83 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: Manager: Tenders - Mr. Fhatuwani Matshili Tel: 013

735 4311

E-mail address: Fhatuwani.Matshili@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

Structure sand 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.

SPECIAL CONDITIONS OF THE BID 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 next12 months?	❑ YES ❑ NO
Does the bidder have any intension of selling the bidding company within the next12 months to 60 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 regards to its accuracy, completeness or otherwise and SANParks shall have no liability towards the responding service providers or any other party in connection therewith.

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

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

BID DOCUMENTS

Number of **ORIGINAL** bid documents for contract signing	**ONE**
Electronic Copy of the original document in PDF (flash drive)	**ONE**

Bid documents must contain **one original**, **initialed on each page** thereof and **signed where required.**

A **digital version on USB/Memory stick** containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope. These serve as the original sets of bid documents and form part of the contract.

NB: The memory stick (USB) must have a key tag  **clearly marked with the Tender Reference Number, as well as the Company Registered Name**.

RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION

DOCUMENTS (Standard Bidding Documents)

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

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

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

Phase I	Phase II	Phase III
Mandatory evaluation criteria	**Technical/Functional evaluation criteria**	**Price and Specific Goals Evaluation**
• Compliance with mandatory requirements	• Bidders must achieve the set minimum threshold of **80** points for functionality requirement.	• Bids evaluated in terms of the 80/20 or 90/10 preference system (Price and Specific Goals)

Evaluation phases

Phase 1: Mandatory evaluation criteria

Bidder(s) responses will be evaluated based on the documents submitted under mandatory and standard bid requirements. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement. **Failure to comply with mandatory requirements will lead to the bidder being disqualified, and not considered for further evaluation on Functional requirements and Price and Specific Goals.**

Description of requirement	**To be returned by the bidder**	**Bidder submitted document proof. Indicate Reference page:**
The service provider must be registered with **CIDB** and should have a Valid CIDB contractor with a grading of **4EP *or higher***. Bidders to complete **Form A4:** Compulsory Enterprise Questionnaire.	Yes	
The service provider must provide a **Valid Certificate** of good standing registered with the Department of Labour in terms of **COIDA or RMA** (Compensation for Occupational Injuries and Diseases Act, No 130 of 1993) with the nature of business strictly for **Electrical Services**. Provide valid Certificate.	Yes	
The service provider must be accredited by the Department of Labour and/or Electrical Contractor Association of South Africa **[ECA(SA),** or Electrical Contractor's Board **[ECB],** for electrical works. Provide Accreditation Certificate.	Yes	
FINANCIAL CAPABILITY The bidder(s) must provide proof of financial capability which must be: • A signed **Letter of Intent** or funding commitment, or confirmation of financial support from a registered financial institution **or** • Commercial bank (with wet ink or electronic stamp) or development finance institution, or other accredited funding provider (e.g., FSP, NCR) with a value of R4, 000, 000.00 or more. Such proof must not be older than three (3) months from the tender advertisement date.	Yes	
The service provider is required to submit a copy of both Artisan's Electrical Trade Test Accreditation Certificate. Provide Accreditation Certificate.	Yes	
The service provider is required to submit a copy of both Artisan's 3phase Wireman's Licence Certificate. Provide Accreditation Certificate	Yes	

Phase 2: Technical/Functional evaluation criteria

- In this phase, bidders are required to demonstrate their ability to undertake the required services and provide proof of expertise and resources to provide the required services.
- Bidders must achieve/score a minimum of **80** points out of a possible **100** points to proceed to the second stage/phase of evaluation
- Bidder that fails to achieve/score the minimum threshold of **(80**) points per the functional requirements will be eliminated
- The onus rests with the bidder to supply sufficient information to allow for the proper scoring, evaluation and award of points.
- Functionality points will be awarded per the following provisions:

SOLAR PV or SOLAR HYBRID					
Selection Criteria		**Evidence Required**	**Scoring Points**	**Scoring Methodology**	
1.	**COMPANY EXPERIENCE**				
1.1	Bidders are required to display the company's previous installations and maintenance experience of Solar PV or Solar PV Hybrid **Systems of not less than 60kWp,** by supplying **THREE or more** reference letters of completed and commissioned SYSTEMS (Off-Grid and /or Grid-Tied) larger than 60 kWp. Each reference letter or Contract must have: • Client letterhead • Description of work • Value of project • Start and End date or Contract period	Service Provider to provide a signed reference letter on a client's letterhead OR Signed installation and maintenance contracts of Solar PV or Solar PV Hybrid Systems from previous clients. OR Signed project completion certificate on a client's letterhead as evidence for each submitted project.	**40**	40 Points =	Bidder who has more than five (5) past Contracts or Reference letters or completion certificate meeting stated requirements.
				30 Points =	Bidder who has five (5) past Contracts or Reference letters, meeting stated requirements.
				25 Points =	Bidder who has four (4) past Contracts or Reference letters meeting stated requirements.
				20 Points =	Bidders who has three (3) past Contracts or Reference letters meeting stated requirements.
				0 Points =	Bidders with less than three (3) past Contracts or Reference letters meeting stated requirements.

Selection Criteria		Evidence Required	Scoring Points	Scoring Methodology	
KEY PERSONNEL CV'S AND QUALIFICATIONS					
2. 1x Site Supervisor					
2.1	Minimum: **1x Site Supervisor** who will be managing this contract and works, must have: • Minimum National Diploma (NQF6) - Electrical Engineering. • Certificate/Recognized formal qualification in Solar Systems construction, installation and maintenance • Minimum 5 years' working and supervision experience in PV Solar or renewable construction and installation. Must include some Contract and or Project management	Detailed CV, indicating below information: • Outline of assignments/ experience that has a bearing on the scope of work. • Relevant qualifications (Diploma etc.)	**30**	10 Points = 20 Points =	Minimum National Diploma (NQF6) - Electrical Engineering and certificate / recognized formal qualification in solar systems construction, installation and maintenance Minimum 5 years' working and supervision experience in PV Solar or renewable construction and installation. Must include some Contract and or Project management
2.2	**2 x Artisans**				
2.2.1	**2 x Artisans –** Each shall have the following: • Minimum N3 certificate Electrical • Shall have a minimum of 5 years' working experience in the electrical Industry, construction infrastructure, and maintenance in the capacity of an Artisan (i.e. after the Trade Test). The experience to include, 2 years on Solar, or other Renewable power projects	Detailed CV and must indicate the following: • 5 Years of traceable working experience in the electrical field in the capacity of an Artisan. • The experience to include, 2 years on Solar, or other Renewable power projects • Detail specific responsibilities and must have a bearing on the scope of work. Relevant qualifications	**30**	10 Points = 20 Points =	Both artisan's N3 certificate Electrical Both shall have a minimum of 5 years' working experience in the electrical Industry, construction infrastructure, and maintenance in the capacity of an Artisan (i.e. after the Trade Test) The experience to include, 2 years on Solar, or other Renewable power projects
Total			**100**		
Minimum qualifying score require			**80**		

Phase 3: Price and Specific Goals Evaluation

APPLICABLE POINT SYSTEM

- 80/20 or 90/10 preference point system will be applicable as the acquisition of goods and services is estimated to be less than the Rand value of R50 million.

Price Formula

Price will be evaluated using the 80/20 preference point system located as follows that will refer.

Criteria	Points
Price	80
Specific Goals	20
Total points for Price and Specific Goals	**100**

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

Where:

Ps = Points scored for price of the bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

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 more than one tender/proposal either individually or as a partner in a joint venture (JV) or consortium;
- proposal submitted by a JV or consortium where the JV/consortium agreement does not explicitly state that the parties of the JV or consortium shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 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.
- any tenderer that is restricted by National Treasury
- any tenderer on the Tender Defaulters list.
- a tenderer that sub-contracts 100% Scope of Work.

TERMS OF REFERENCE – APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, MAINTENANCE, MONITORING AND REPAIR OF PV SOLAR HYBRID PLANT SYSTEMS IN KRUGER NATIONAL PARK, AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (5) YEARS.

The scope of work involves the appointment of a service provider for the installation, maintenance, monitoring and repair of PV Solar Hybrid Plant Systems in Kruger National Park, as and when required for a period of five (5) years. The installation of work should be in accordance with relevant SANS standards.

INTRODUCTION TO SANPARKS

SANParks was initially established in terms of the now repealed National Parks Act, 57of 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.

LEGISLATIVE AND REGULATORY FRAMEWORK

- The bid is subject to the General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999); Preferential Procurement Policy Framework Act, 2000; and the Preferential Procurement Regulations, 2022.
- The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- Applicable SANS standard, environmental approved and OHS act.

BUSINESS UNIT RESPONSIBLE FOR THE BID

- Technical Services Department

CONTEXT OF THIS PROCUREMENT

- The scope of work involves the appointment of a contractor to supply, install new and upgrade the existing PV (solar) hybrid installation system at various sites in the Kruger National Park.
- The installation of work should be in accordance with relevant SANS standards.
- SANParks reserves the right to award this bid to more than one (1) bidder but not exceeding Three (3) based either on size or geographic considerations.
- Where the bid specifications make any reference to any particular trademark, name, patent, design, type, specific origin or producer, bidders must quote for product equivalent/similar to what is specified.

CONTRACT PERIOD

- The contract is for the period of five (5) years on an as and when required basis.

SPECIFICATIONS/SCOPE OF WORK

1. CONTRACT WORK

The Contract is for the following installation of new, refurbishment, upgrade, maintenance and repair, including performance and operation monitoring of PV Solar Hybrid plant Systems in the Kruger National Park, as and when required and agreed:

a) The listed below are the existing main solar plants that require Monitoring, Maintenance and Repair and the future new PV Plants. These may also require refurbishment or upgrade when required.

i)	Nkuhlu Picnic Site,	35kWp Installed Capacity, commissioned 2018
ii)	Tshokwane Ranger and Picnic Site,	35kWp Installed Capacity, commissioned 2018
iii)	Shimuweni Bush Camp,	35kWp Installed Capacity, commissioned 2015
iv)	Sirheni Bush Camp,	35kWp Installed Capacity, commissioned 2015
v)	Stolznek Ranger Station,	35kWp Installed Capacity, commissioned 2021
vi)	Pafuri Ranger Station & Camp,	35kWp Installed Capacity, commissioned 2018
vii)	Lower Sabie Camp	440kWp Installed Capacity, commissioned 2017
viii)	Skukuza Camp	844kWp Installed Capacity, commissioned 2019

b) As stated earlier, there would be New Installations during the contract period; but the following two are planned for priority on inception of the contract, designs have been approved but would be finalized for construction in consultation with appointed bidder:

i.	Nwanetsi Ranger Station,	Estimate Capacity,
ii.	Vlakteplaas Ranger Station	Estimate Capacity,

On approval of the project or works, the appointed bibber - Contractor shall complete all schedules and prepare quotation based on approved tendered rates and conditions including price escalations, for approval. No work shall commence without approval by the employer or its representative.

The whole work installation shall be carried out entirely by the appointed Contractor and no work to be sub-let, except Specialised and ONLY on approval by the employer or its representative.

2. SEQUENCE OF WORK

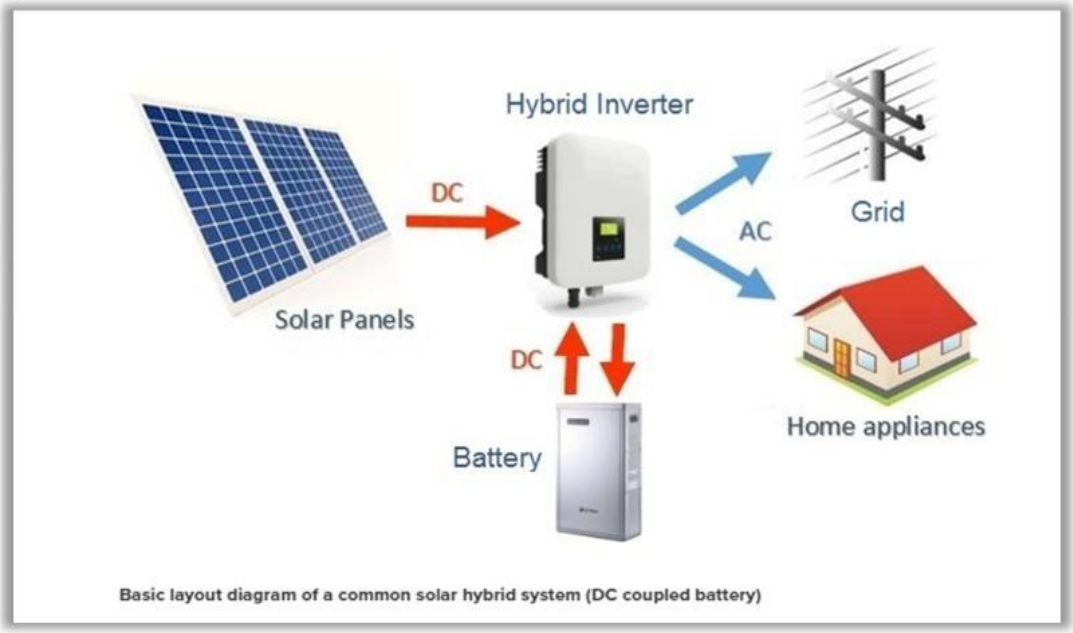
The project or work and installations shall be approved when employers' conditions are favorable.

The sequence in which the work is to be carried out must be determined in collaboration with the authorised representative of the Kruger National Park. Once project and funds have been confirmed and approved, the Service Provider must provide the following for project approval:

a) The Final Design, Service Provider to revise provided design or will convert the provided Conceptual Design into a Final Design with Shop Drawings.
b) The full project quotation based on the Contract Rates and conditions as stated earlier.
c) The Project Implementation Plan with Program as well as the Labour Resource Plan.
d) Agreement with the employer on Commencement date.

2.1. TYPICAL SOLAR HYBRID BASIC LAYOUT

Currently most camps are powered by generators, the existing generators will represent the grid from the below diagram. The generators will be integrated into the solar plant system. The inverters shall convert the DC output of the PV panels to an AC supply to directly feed the load. The Inverters and Batteries will be installed in an insulated Container with an air conditioner to maintain a temperature of 20,5 degrees, with two extraction fans that remove any gases from the container.



Picture 1: Typical Solar layout

3. SUPERVISION

The work shall at all times during implementation, and for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorised to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

4. MAKING GOOD

The Contractor shall in all instances carry out any work to be made good such as damages or disturbances of the buildings or installations caused by himself or his employees during the execution of this contract at his own cost.

5. GENERAL SPECIFICATIONS

5.1. Monthly Assessment & Report

The Service Provider will have access to the Off-site Monitoring Web Platform for the applicable installations. Where information for a specific installation cannot be accessed from the Web Platform, then KNP will be responsible for downloading the information of the Month in the required format and submitting it to the contractor for analysis.

The Service Provider will assess the performance of every Plant monthly and submit a Report per site to KNP to include with the following details:

a) Consumption: Peak (kW) and kWh Per Day, Night, Total and for the Month

b) Production: PV Panels kWh per Day and for the Month

c) Generator: Run hours and kWh production per day and month

d) Any items that require attention.

5.2. Maintenance and support

The Service Provider will log in and check the sites and alert KNP of any anomaly discovered for attendance or noting if minor. The Service Provider will rectify the problem as follows:

a) If possible, reset or reboot the system from off-site.

b) Assist KNP remotely, from off-site while KNP are on site to try and resolve the problem.

c) Go and resolve the problem on-site, if warrants to or any of the above aren't working.

Each site will be visited every three months where the following will be done:

a) General maintenance and cleaning to make sure the Plant can function optimally.

b) Identify further work (repair or upgrade) that may or need to be completed and provide a quotation to KNP. The work will be done once the quotation has been approved.

5.3. Equipment

The equipment shall be like for like for existing installation where it is still available, otherwise the best alternative replacement shall be obtained as advised by the competent person and agreed with the employer.

For new installation shall be as per approved specifications and Schedule of Pricing, and compliant to applicable SANS standards, installed in accordance with manufactures recommendations. All wirings, devices including protections to be correctly sized in accordance with applicable SANS standards.

5.4. Fire Regulations

Provide 1x 5kg CO^2 fire extinguisher at the battery storage and inverter room. It must be mounted on purpose-made backboards at a max height of 1.2m from the floor to the handle with SANS-approved signs. The signage is not allowed to be fixed with any adhesives or double-sided tape. Signs for firefighting equipment must be well above the equipment (Min 1m) and visible from all directions.

5.5. Training of End User

The Contractor shall provide a training provider or a suitable qualified and experienced person, preferably one who has been involved in the commissioning of the system, to conduct training and instruction to the system operators about system operation and functioning, routine maintenance and inspection.
The training shall include both theoretical and practical sections. The theoretical session shall include, but not be limited to, the system layout, software & hardware configurations and all aspects of the proper operation of the system.
The practical section shall address, but not limited to, actual activities on the system, such as programming, reports generation etc. It shall also include a physical tour of the site and identification of each component of the system.
The training shall take place within three months of commissioning of the project, and the contractor shall give at least 2 weeks' notice of the intended training. There shall be a maximum of two official training sessions with a minimum spread of six months.

- Operators Manual.
- Quick Reference Guides.
- Maintenance Manual.
- Final drawings, documents and schedules manual.
- The above manuals to be properly bound in a durable cover or file.

5.6. Identification of Equipment

Tenderers must allow for identification markings on all devices as well as indicating these on the as-built drawings.

5.7. Drawings and Manuals

The Contractor shall supply 1 set of the following documentation to the Employer no later than 30 days after final handover:

The quick reference guide shall contain logical, yet concise and easy-to-follow information on the most used activities of the respective system. This guide shall be laminated and posted next to the system's main control unit or any device that requires user operation.

The final retention money will not be released before the above-mentioned is received.

6. SCHEDULES OF INFORMATION

The Bidder shall provide, as part of their tender submission, detailed information regarding each system and the equipment that is offered, and all of that is provided on the Schedule of Pricing.

This information shall be in the form of a schedule containing a description of the system, a description of the equipment, the make and model of the equipment and other critical information.
In addition to this schedule, technical brochures must be attached.

Please note that technical brochures *without a schedule as* ***described above will not suffice.***

7. GUARANTEE

All equipment and the installation thereof shall carry at least a 12-month guarantee period.

The manufactures' warranty shall be passed onto the employer, where documentation for such is required, the Service Provider shall ensure that such is completed.

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DETAILED PRICING – SBD 3.1 (FIRM UNIT PRICES) For YEAR 1.

Payment will be based on the completion of activities and approval by Kruger Park Technical officials, also provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.

The amounts and rates to be inserted in the Schedule of Pricing shall be the full inclusive amounts to the Employer for the work described under the several payment items referred to. Such amounts shall cover all the costs and expenses that may be required in and for the services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the documents on which the Bid is based.

For the purposes of this Schedule of Pricing, the following words shall have the meaning hereby assigned to them:

Unit :	The unit of measurement for each item of service provided as defined in the Standardized Project or Particular Specifications.
Quantity:	the number of units of work.
Rate :	The payment per unit of work/provision of services at which the Bidder bids to the work. The Rates will be fixed for the first 12 month of the project for all projects is approved in this period, and then the rates will be escalated from year 2 for new projects as per the Consumer Price Index.
Amount:	the quantity of an item multiplied by the bid rate of the (same) item.
Sum :	An amount bid for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
Specifications Make:	Where the bid specifications make any reference to any particular trademark, name, patent, design, type, specific origin or producer, bidders must quote for product equivalent/similar to what is specified.

Bidders must quote for **all** requirements listed on the price schedules. Bidders who does not quote for all listed items will not be considered for further evaluations.

This Schedule of Pricing does not have total quantities, only unit rates are required to be used for price evaluation purposes. For items that are not listed on the Schedule of Pricing a 15% mark-up/handling fee will be allowed, of which an original quotation from the original equipment manufacturer or distributor or supplier will be required to ascertain that the mark-up/handling fee is not more than 15%.

BIDDERS TO COMPLETE ANNEXURE B EXCEL SCHEDULE OF PRICING

1. LABOUR RATES

Item no	Item Description	Unit Of Measure	Unit Price Excl VAT	VAT @15%	Unit Price Incl VAT
1	Supervisor	HR	R	R	R
2	Technician	HR	R	R	R
3	Assistant	HR	R	R	R
TOTALS			**R**	**R**	**R**

2. TRAVELLING RATES: AA TRAVEL RATES WILL APPLY

Item no	Item Description	Unit Of Measure	Unit Price Excl VAT	VAT @15%	Unit Price Incl VAT
1	4x2 Light Duty Vehicle (in line with AA Rates)	KM	R	R	R
2	4x4 Light Duty Vehicle (in line with AA Rates)	KM	R	R	R
3	Heavy Duty Truck (To transport heavy equipment or machinery to workshop for repairs and return to site) (in line with AA Rates)	KM	R	R	R
TOTALS			**R**	**R**	**R**

- **Bidders to note that for all spare parts/material that are not listed in the bill of quantities, a 15% mark-up/handling fee (all inclusive) will be allowed, and an original quotation from the original equipment manufacturer/warehouse or distributor or supplier will be required to accompany the quotation.**

TOTAL BID PRICE (VAT 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.

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

NB: (Please note that all prices quoted should be inclusive of Value Added Tax (VAT) and Price fluctuations (including exchange rates) for the duration of the contract. Where applicable the price should include Supply, Delivery and any other costs relating to this bid. Furthermore, such prices should be presented in South African Rand (ZAR). Overheads and additional costs will be increased annually according to the latest available CPI rate. The Bidders pricing is to remain firm for **83 days** from the closing date of this tender; SANParks reserves the right to negotiate with the recommended bidder prior to signing of the contract

Name of Bidder: ……..

Company Representing: **……**

Signature: ……..

Date: …….

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 such conditions shall be deemed to have been renounced by the tenderer.
- All required items to conform with Electrical Industry standards, Occupational Health & Safety Act 2014 (new regulations).
- All goods or services purchased will be subjected to South African National Parks Conditions of Contract.
- Valid certificate of compliance should be issued after installation or significant changes have been made on the supply and or load side of the electrical reticulation system.
- As built drawings should be issued where new installation is done and or modifications have been done.
- Provide training course for the operators and in-house maintenance team.
- Bidders must provide organogram of the proposed resources.
- The installation of work should be in accordance with relevant SANS standards

SPECIAL CONDITIONS OF THE BID

- Bidders to note that for all spare parts/material that are not listed in the bill of quantities, a 15% mark-up/handling fee will be allowed, and an original quotation from the original equipment manufacturer or distributor or supplier will be required to accompany the quotation.
- SANParks reserves the right not to award/ to cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- Where the bid specifications make any reference to any particular trademark, name, patent, design, type, specific origin or producer, bidders must quote for product equivalent/similar to what is specified.
- The conditions of tender are the Standard Conditions of Tender as contained in CIDB Standard for Uniformity in Engineering and Construction Works Contracts August 2019 which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.)
- The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.
- Each item of the Tender Data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
- During construction the bidder shall provide its own electrical power and water. The employer may, on agreement and availability, provide metered electricity and water for the account of the bidder as per employers approved Tariffs.

QUALITY ASSURANCE OF SERVICE RENDERED

- Top five (5) Service Providers may be required to provide samples to the BEC before the awarding of the tender.
- Due diligence review may be conducted before the awarding of the contract.

STANDARD CONDITIONS OF TENDER

The Standard for Uniformity in Engineering and Construction Works Contacts 1 General

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in the Standard for Uniformity in Engineering and Construction Works Contacts, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

LIABILITY FOR LOSS OR DAMAGE

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

INDEMNITY

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

SOCIAL INVESTMENT

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

SUBLETTING OF TENDERS

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

BREACH OF A TENDER

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

TERMINATION 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.
- Aside from the expiry of the agreement, the contract between SANParks and the service provider may be terminated for any one of the following reasons.
    - Failure to meet the minimum operational requirement of Kruger National Park (SANParks).
    - Gross negligence by the service provider or its employees.
    - Failure to respond to any operational enquiries or complaints by Kruger National Parks (SANParks) within a reasonable time.
    - In addition to the above, this agreement may go out of force entirely, at any time, at the discretion of either party on condition that a period of 30 days' notice is given to the other party.
    - Non-compliant on applicable legal requirements and standard.

GENERAL SERVICE REQUIREMENTS

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

RESPONSIBILITIES OF SANPARKS

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

RESPONSIBILITIES OF THE BIDDER

- Ensure quality inspections of Electrical related services prior to delivery to Kruger National Park
- Keep the record of service rendered on that day and provide checklist and monthly reports thereof.
- Submit invoice together with the checklist and completion certificate on every last day of the month to the Contract Manager.
- Contingency Strategy – Indicate a contingency strategy going to be applied in case of emergency / urgent / Public Strike / Own Strike / Vehicle Breakdown / Festive Season.

SERVICE LEVEL AGREEMENT

- Provide an emergency response within 7 (seven) calendar days.
- Maintenance of full records of all parts and services delivered to SANParks.
- Service Providers may be required to provide samples for approval/on delivery as and when order is placed.

SPARE PARTS

As specified, the Service Provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and

(b) in the event of termination of production of the spare parts:

  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

  (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

SBD 4

ANNEXURE A – STANDARD BIDDING DOCUMENTS

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3	**GENERAL DECLARATION**
I, ……....., the undersigned, 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 to be false.
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6	There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.7	I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.
I CERTIFY THAT THE ABOVE IS CORRECT.	
I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.	
……	……
Signature	Date
……	……...
Designation	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022				SBD 6.1
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.				
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:			
1.1.1	the 80/20 system for requirements with a Rand value of up to R50,000,000.00 (all applicable taxes included); and			
1.1.2	the 90/10 system for requirements with a Rand value above R50,000,000.00 (all applicable taxes included).			
1.2	**To be completed by the organ of state**			
a)	The applicable preference point system for this tender is the 80/20 preference point system.			
1.3	Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:			
	(a)	Price; and		
	(b)	Specific Goals		
1.4	**To be completed by the organ of state:**			
	The maximum points for this tender are allocated as follows:			
			POINTS	
	PRICE		80	
	SPECIFIC GOALS		20	
	Total points for Price and Specific Goals		**100**	
1.5	Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.			
1.6	The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.			
2.	**DEFINITIONS**			
(a)	**"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;			
(b)	**"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;			
(c)	**rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;			

(d)	**"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and	
(e)	**"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).	
3.	**FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**	
3.1	**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	
	$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$ or $Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$	
	Where:	
	Ps =	Points scored for price of bid under consideration
	Pt =	Price of bid under consideration
	Pmin =	Price of lowest acceptable bid
4.	**POINTS AWARDED FOR SPECIFIC GOALS**	
4.1	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:	
4.2	In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 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 and 80/20 or 90/10 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 80/20 or 90/10 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	Number of points allocated (80/20 system) To be completed by the organ of state)	Number of points allocated (90/10 system) To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer
1. Enterprises with B-BBEE Procurement Recognition	**10 Points**		
Promotion of enterprises owned by black people with at least 51% shareholding or more.	3		
Preference to enterprises owned by Women with at least 30% shareholding.	7		
Preference to enterprises owned by at least 51% Youth.	5		
2. Local suppliers adjacent to Kruger National Park	**5 Points**		
1km to 100 km distance from the nearest gate/s	5		
101km and above distance from the nearest gate/s	0		
Total points	**20**		

NB: Required proof / documents to be submitted for evaluation purpose:

- Bidder must provide proof in a form of a lease agreement,
- Tittle deed,
- Letter from a municipality
- Letter from tribal authority or local Civic structure.
- B-BBEE Certificate

Only the above-mentioned documents will be considered No other documents will be accepted

	DECLARATION WITH REGARD TO COMPANY/FIRM					
4.3	Name of Company / Firm:					
4.4	Company Registration Number:					
4.5	Type of Company / Firm (Tick applicable box)					
	Partnership / Joint Venture / Consortium		Personal Liability Company			
	One-person business / sole propriety		(Pty) Limited			
	Close corporation		Non-Profit Company			
	Public Company		State Owned Company			
4.6	I, the undersigned, who is duly authorized 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 favorable 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 TENDERRER(S)			
	SURNAME AND NAME			
	DATE:			
	ADDRESS:			

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....
.....

2 .....

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

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

DESCRIPTION OF ERVICE	PRICE(ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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. "**Contract 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. 2.2. 2.3.	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. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	**3. General**	
	3.1. 3.2.	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. 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 a signed 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.

Form A4: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

KNP-002-26- Annexure A - Solar Schedule of Rates

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICES - ANNEXURE B