



**APPOINTMENT OF ACCREDITED SERVICE PROVIDER(S) FOR THE PROVISION OF TYPE 1 INTERAGENCY WILDLAND FIRE FIGHTING CREWS FOR TABLE MOUNTAIN NATIONAL PARK WITH INTEGRATED FIRE MANAGEMENT SUPPORT TO OTHER PARKS IN THE CAPE REGION (AGULHAS NATIONAL PARK, BONTEBOK NATIONAL PARK, TANKWA NATIONAL PARK & WEST COAST NATIONAL PARK).**

<b>Bid Number</b>	GNP-022-23
<b>Advert Date</b>	28 March 2024
<b>Issuer</b>	South African National Parks
<b>Closing date and time</b>	Date: 03 May 2024 Time: 11:00am

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

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

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

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

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS</b>				
<b>BID NUMBER:</b>	GNP-022-23	<b>CLOSING DATE:</b>	03 May 2024	<b>CLOSING TIME:</b> 11:00am
<b>DESCRIPTION</b>	APPOINTMENT OF ACCREDITED SERVICE PROVIDER(S) FOR THE PROVISION OF TYPE 1 INTERAGENCY WILDLAND FIRE FIGHTING CREWS FOR TABLE MOUNTAIN NATIONAL PARK WITH INTEGRATED FIRE MANAGEMENT SUPPORT TO OTHER PARKS IN THE CAPE REGION (AGULHAS NATIONAL PARK, BONTEBOK NATIONAL PARK, TANKWA NATIONAL PARK & WEST COAST NATIONAL PARK).			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>				
TABLE MOUNTAIN NATIONAL PARK OFFICES, UPPER TOKAI ROAD, TOKAI, CAPE TOWN <b>(RECEPTION: TENDER BOX)</b>				
<b>NB: No proposal shall be accepted by SANParks if submitted to any address and manner other than as prescribed above. No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail.</b>				
There shall be <b>no public opening</b> of the Bids received.				
<b>No late submissions will be accepted.</b>				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Goodman Mawela		CONTACT PERSON	JUSTIN BUCHMANN
TELEPHONE NUMBER	012 741 2320		TELEPHONE NUMBER	021-689 7438
E-MAIL ADDRESS	<a href="mailto:goodman.mawela@sanparks.org">goodman.mawela@sanparks.org</a>		E-MAIL ADDRESS	<a href="mailto:Justin.Buchmann@sanparks.org">Justin.Buchmann@sanparks.org</a>
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

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

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

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

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

YES  NO

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

YES  NO

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

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: .....

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

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

**CORRESPONDENCES - Queries**

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

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

**Department:** Supply Chain Management  
**Contact Person:** Mr Goodman Mawela  
**Tel:** 012 741 2320  
**E-mail address:** [goodman.mawela@sanparks.org](mailto:goodman.mawela@sanparks.org)

**CONDITIONS AND INSTRUCTION TO THE BIDDER**

- a) The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.
- b) Only documents completed in black ink will be accepted. (Black ink should be used when completing Bid documents).
- c) Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SANParks will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- d) Counter Conditions: SANParks draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.
- e) Response preparation costs: SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
- f) Cancellation prior to awarding: SANParks reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds

include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.

- g) Collusion, Fraud and corruption: Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
- h) Fronting: SANParks, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SANParks establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist? Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SANParks may have against the bidder concerned.

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

**INTENTION TO SELL**

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

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

## DISCLAIMERS

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

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

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

## BID DOCUMENTS

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

## CENTRAL SUPPLIER DATABASE – MANDATORY COMPLIANCE

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

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

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

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

## **THE BIDDING SELECTION PROCESS**

### Evaluation phases

#### **Phase 1: RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)**

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

- Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 6.1.
- Proposed project plan demonstrating potential execution of the contracts and its milestones.
- Training Certificates of all staff.
- Copies of driver's license of all the drivers.
- CSD Registration Report.
- Summary pricing in the SBD 3.1 format in this document.
- Detail price budget and supporting documentation.
- A list of staff that will be deployed to Table Mountain National Park.
- List of equipment that will be used during the 5 year period.
- Proof of registration to the unemployment Insurance Fund.
- Proof of liability insurance.
- Proof of registration for Workman's Compensation Fund.
- Proof of registration for PAYE.
- Proof of registration to the Compensation for Occupational injuries and Diseases Act.
- Original or Certified copy of B-BBEE Certificate or Sworn Affidavit

- Reference Letters.
- Proof of previous contracts/ purchase orders/ letters of award.
- Company’s Standard Operating Procedures for firefighting.
- A contingency plan.

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

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

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

No	Functionality criteria	Weighting factors	Points	Documents to be submitted for evaluation purposes	Points allocation
1	<p><b>Appropriate capacity (staff &amp; equipment) as well as relevant experience to meet requirements in terms of the Scope of Work for this project</b></p> <p>Information in respond to this criteria should be placed under Annexure “T” or “20” labeled as “<b>Bidder Capacity and Experience</b>”</p>	40	5	<p>The Bidding Organization must have a Minimum of 6 years’ experience in integrated wildland firefighting services preferably within the Fynbos biome</p> <p>Minimum requirements in terms of staff capacity on hand or readily available (e.g. 01 Fire Officer; 01 Superintendent; 06 Crew Bosses; 08 Engine Bosses and 75 fire fighters)</p>	<p>1 = Bidder did not indicate capability and relevant experience to have executed any of the indicated requirements per the scope of work.</p> <p>2 = Bidder meets some (<b>less than 50%</b>) but not all the requirements in terms of capability, but has less than 2 years relevant experience</p> <p>3 =Bidder meets some (<b>less than 50%</b>) but not all the requirements in</p>

				<p>Trained and experienced crews adequately equipped for the performance of standby and/or firefighting duties both during and after working hours</p> <p>Crews' familiar with Table Mountain National Park and surrounding areas</p> <p>Bidder should have the required vehicles and equipment to attend to firefighting services (see par. 2.5 of the specification for more information on this requirement)</p>	<p>terms of capability, but has 3-5 years relevant experience.</p> <p>4 = Bidder meets most (<b>more than 50%</b>) of the requirements in terms of capability, but has between 3-5 years relevant experience.</p> <p>5 = Bidder meets <b>most or all</b> of the requirements in terms of capability and has more than 6 years relevant experience</p>
2	<p><b>Relevant References</b></p> <p>Information in response to this criteria should be placed under Annexure "U" or "21" labeled as "Relevant References of the Bidder"</p>	10	5	<p><b>List of at least 5 (five) contactable / traceable references</b> that you are:</p> <ul style="list-style-type: none"> <li>* Currently engaged with</li> <li>* Provided services to in the past</li> </ul> <p><b>NB:</b> Proven record of firefighting services for a client with similar dissemination as SANParks.</p> <p>Reference letters / appointment letters as obtained from the organisations in which projects were</p>	<p><b>1 = 1 <u>relevant</u></b> reference supported by a contactable reference letter</p> <p><b>2 = 2 <u>relevant</u></b> reference supported by a contactable reference letter</p> <p><b>3 = 3 <u>relevant</u></b> reference supported by a contactable reference letter</p> <p><b>4 = 4 <u>relevant</u></b> reference supported by a contactable reference letter</p>

				executed to be attached.	<b>5 = 5 relevant</b> reference supported by a contactable reference letter
3	<p><b>Experience and qualification of the required crews in relation to the project.</b></p> <p>Information in respond to this criteria should be placed under Annexure “V” or “22” labeled as “Experience and qualifications of the bidder in terms of different crew members in relation to firefighting services”</p>	40	5	<p><b>Crews shall comprise Fire Officers; Superintendents; Crew Bosses; Engine Bosses; Senior Firefighters and Firefighters</b> all certified by a registered training institution, <b>following completion of annual training programmes.</b></p> <p><b>All crew members are to have completed a Basic Wildfire Fire Fighting Course, whilst personnel in a supervisory capacity are to have completed the relevant I-200 &amp; I-300/Single Resource Leader/Division Group Supervisor/Incident Commander Type 5/Radio Base Station Operator</b></p> <p><b>Some crew members to have completed training as chainsaw and</b></p>	<p>1 = Only supervisory level employees (Fire Officers, Superintendents, Crew Bosses) in place or readily available. Not all Engine Bosses and crew members in place and less than 50% have the required skills, training and experience to perform required function for this scope of works</p> <p>2 = Supervisory level employees, Engine Bosses and crew members readily available, but less than 50% of the members have the required skills, training and experience to perform required functions for this scope of works</p> <p>3 =All staff (Supervisory, Engine Bosses and crew members) readily available</p>

				<p><b>brush cutter/weed eater operators</b></p> <p><b>All Engine Bosses to provide proof of driver competence, fitness and appropriate licensing which includes Public Driver Permit (PDP)</b></p> <p><b>Persons trained in the following IMT Positions, are available, e.g. Operations Section Chief, Planning Section Chief and Logistics Section Chief</b></p>	<p>and in place and have most of the required skills, training and experience to perform functions for this scope of works but has less than 3 years relevant experience</p> <p>4 = All staff (Supervisory, Engine Bosses and crew members) readily available and in place and have most of the required skills, training and experience to perform functions for this scope of works. 50% of the staff have between 3 – 5 years relevant experience</p> <p>5 = Most or all staff readily available or in place and have all of the required skills, training and experience to perform required functions for this scope of work. Majority of the staff have more than 5 year's relevant experience.</p>
4		10	5	<b>Company profile to indicate the track</b>	1 = No Company profile is attached

	<p><b>Company Profile</b></p> <p>Information in respond to this criteria should be placed under Annexure “J” or “10” labeled as “<b>Company Profile of the bidder</b>”</p>			<p><b>record of</b> experience in implementing similar projects, relevance to company’s core business and reputation with clients as well as the capacity of the company in terms of intellectual capacity relevant to the project in question – organogram.</p> <p>1.Managing weekly standby and shift change.</p> <p>2.Provisioning and logistics during extended attack fires.</p> <p>3.Contingencies in the event of strikes, pandemics and events that impacts staff availability.</p> <p>4.training cycles for staff to ensure that the park remains capacitated etc.</p> <p>5.Deployment and redeployment of staff</p>	<p><b>3 =</b> Company profile attached, but the profile does not give any information showing the strength of the company to be able to meet or execute the scope of work</p> <p><b>5 =</b> Company profile is attached and it gives indication of the company’s strength to be able to execute the scope of work in question. Previous projects executed and qualified personnel to be able to execute the project</p>
	<b>Total Score</b>	<b>100</b>	<b>5</b>		

**REASONS FOR DISQUALIFICATION**

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

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply);
- submitted incomplete information and documentation according to the requirements of this RFB document;
- Submitted information that is fraudulent, factually untrue or inaccurate information.
- Received information not available to other potential bidders through fraudulent means.
- Failed to comply with **technical requirements** as stipulated in the RFB document.
- misrepresented or altered material information in whatever way or manner.
- promised, offered or made gifts, benefits to any SANParks employee.
- canvassed, lobbied in order to gain unfair advantage.
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

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**INTRODUCTION TO SANPARKS**

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

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

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

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

<b>Region</b>	<b>Regional Office</b>	<b>Parks managed</b>
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

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

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

### **CONTRACT PERIOD**

The contract will be for a period of **five (05) years**.

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

- The Cape Region is in need of appointing Type 1 Interagency Wildland Firefighting Crews specifically trained in wildfire suppression/prescribed burning/fuel reduction burning to provide the following services to the various Parks on a standby basis:
- This tender covers the provision of crews, **familiar with TMNP as well as other Parks in the Cape Region (West Coast NP; Bontebok NP; Agulhas NP and Tankwa NP)** to:
  - Perform firefighting standby duties (only applicable to TMNP, any firefighting standby duties to be performed in any other Park will be as a result of severe weather conditions experienced).
  - Perform wildland fire-fighting duties, in all Parks within the Cape Region, both during and after hours, inclusive of prescribed and fuel reduction/stack burning operations.
  - Prepare areas for prescribed and stack burning operations as per TMNP Standard Operating Procedures (SOPs).
  - Carry out additional conservation duties at those bases whilst not in attendance at any fires, when requested to do so (only applicable to TMNP).
  - Deal with occurrences such as wildfires and storm damage under inclement weather conditions.
- TMNP is a conservation area embedded in a City of ±4 million inhabitants and most fires originate from human settlements and developments on the boundary of the Park. The Park operates on a rapid initial attack strategy which requires the rapid deployment of resources to wildfires in an effort to contain such wildfires in their incipient stages with the primary objective of preventing extended attack and the major spread of fires.
- Type 1 Interagency Wildland Firefighting crews must have extensive training and are expected to display proficiency in the full range of fire suppression tactics. As a unit they must be fully proficient at constructing and holding fire lines through

the use of hand tools, chainsaws, ignition devices and water delivery equipment. These crews must be able to engage in all phases of wildfire response, from initial attack to mop-up operations. They must also be trained in specialized operations such as helitack, spot fire attack and tree felling.

- Appointed Type 1 Interagency Wildland Firefighting Crews are expected to be proficient in all aspects of:
  - **Initial Attack (IA)** – The actions taken by the first responders to arrive at a wildfire to protect lives and property, and prevent further extension of the fire.
  - **Extended Attack** - A wildland fire that has not been contained or controlled by the initial attack forces and for which more fire-fighting resources are being ordered by the Initial Attack Incident Commander.
  - **Mop up operations** – To make a fire safe or reduce residual smoke after the fire has been controlled by extinguishing or removing burning material along or near control lines, felling snags or moving logs so they won't roll downhill.
  - **Prescribed fire** – Pre-planned fire within a defined area ignited by management actions under certain predetermined conditions to meet specific ecological objectives.
  - **Fuel reduction/stack burning** – Pre-planned fire within a defined area ignited by management under certain predetermined conditions for the removal of fuels to reduce the likelihood of unwanted ignitions.

#### INCIDENT MANAGEMENT TEAM

- During periods of extended attack (Type 3 Incident), the tenderer will be required to make available persons trained and competent to assist in specific positions within the SANParks Incident Management Team.
- Type 3 Incident means when capabilities exceed initial attack, the appropriate Incident Command System positions, as specified within the Incident Management Team, should be added to match the complexity of the incident. The incident may extend into multiple operational periods and a written Incident Action Plan (IAP) may be required for each operational period.
- An Incident Management Team may be constituted to capacitate SANParks to assist with prescribed and fuel reduction burns in the Cape Region and needs to be in addition to maintaining operational readiness in the TMNP. This will comprise an IC designate from SANParks with qualified Logistics, Operations and Planning Chiefs from the tenderer.

- The Incident Management Team consists of the SANParks Incident Commander (IC) and appropriate General or Command Staff assigned to manage the incident. The Command Staff, i.e. the Safety Officer, the Public Information Officer and the Liaison Officer will be supplied by SANParks while it will be expected from the tenderer to supply trained and competent General Staff to fill the following positions on the Incident Management Team, as and when required:
  - **Operations Section Chief:** Tasked with directing all actions to meet the incident objectives.
  - **Planning Section Chief:** Tasked with the collection and display of incident information, primarily consisting of the status of all resources and overall status of the incident. The Planning Section Chief will also be responsible for the compiling of the Incident Action Plan (IAP) for each operational period.
  - **Logistics Section Chief:** Tasked with providing all resources, services and support required by the incident.

#### SCOPE OF WORK

- The tenderer shall ensure that crew members are available at all times whilst on duty and that they behave in a seemly and sober manner towards SANParks employees, members of the public and others.
- Crews on standby must, at all times, be ready to depart immediately in an event of a fire reported. On the alarm being given the crew must immediately proceed to the point of assembly, taking with them all the equipment that will be required during the initial stages of the fire
- Accommodation provided by SANParks for crews on standby, shall be maintained in a clean and hygienic condition, with refuse disposed of at sites demarcated for that purpose. Contractor is required to supply all cleaning materials as well as toilet paper to crews on standby on a weekly basis. SANParks will supply deepfreeze, refrigerator and stove. It is required from the contractor to supply a television set (with outside antenna) and any other sporting equipment such as dartboard, etc. for use by the crew members whilst on standby. The successful tenderer could be held responsible for the cost of any damage (structural, furnishings etc.) or loss that may occur through negligence/abuse on the part of its employees. In this regard, weekly inspections, with the tenderer present, will be conducted each Friday morning before 09H00.
- Crews provided by the tenderer for the performance of the required duties shall be inclusive of Fire Officers, Superintendents, Crew Bosses, Engine Bosses, Senior Fire Fighters and Fire Fighters. **Appointed Fire Officers,**

**Superintendents, Crew Bosses and Engine Bosses to be acquainted with TMNP as well as the other Parks in the Cape Region and have the necessary experience with regard to fighting fires within the fynbos biome.** At least 6 Crew Bosses (Single Resource Leaders) are required to do standby within TMNP; 3 on duty and 3 off duty at any specific period.

- With regard to Engine Bosses (drivers), the tenderer will be requested to provide proof of driver competence, fitness and appropriate licensing which includes a Public Driver Permit (PDP). The number of Engine Bosses required to do standby within TMNP is as follows:
  - At Newlands Fire Base – 5 Engine Bosses required to drive 1 x all terrain specialised fire fighting vehicle, 3 x water tankers (1 x bulk water tanker) and 1 x LDV/Crew Transporter: Code C1 & above
  - At Kloofnek Conservation Base – 3 Engine Bosses required to drive 1 x all terrain specialised fire fighting vehicle, 1 x water tanker and 1 x LDV/Crew Transporter: Code C1 & above.
  - At KJB Conservation Base – 1 Engine Boss required to drive 1 x water tanker: Code C1 & above.
  - Engine Bosses doing standby at Newlands Fire Base are also required having a Code EC drivers' licence.
  - Each Fire fighting team will be on standby for a 7 day period from Friday to Friday. Shift change will take place once a week on a Friday morning unless Friday is a public holiday then shift change will take place the day before.
  - When dispatched for a fire, teams will be expected to operate for 24 hours on the fire line prior to relief/ standing down to rest.
  - Rotation of staff and redeployment from any of the standby bases is done with approval from the Manager Fire prior to the movement.

#### RESPONSIBILITIES OF SANPARKS

- SANParks vehicles such as all-terrain fire fighting vehicles, tankers and light delivery vehicles will be driven by both SANParks and certain contractor staff. Any of the above staff handling these vehicles and equipment have to be qualified and trained by a registered training institution, the cost of training of the contractor staff to be borne by the tenderer.

#### RESPONSIBILITIES OF THE BIDDER:

##### Responsibilities of Fire Officer:

- The Fire Officer must have the necessary operational, administrative and supervisory skills to manage the crew in all aspects.
- Overall supervision of Superintendent, Crew Bosses, Engine Bosses and fire-fighters on standby and deployed at a fire situation (wildfire, prescribed fire and fuel reduction/stack burning operations).
- Response to instructions from the Incident Commander.
- Response, in the event of call outs, with minimum delay using own vehicle.

- Must have experience in communicating with aerial resources and to have a current Radio Base Station Operator Course certificate.
- Radio communication with the TMNP Newlands Interagency Dispatch Centre and/or Incident Commander in the event of a call out, arrival at a fire situation, situation reports and departure from a fire situation.
- Provide post fire reports, operational reports, training reports for record keeping and provide access to these if requested.

#### Responsibilities of Superintendent

- Certification that the crew is available for incident assignment and maintaining this standard.
- Ensure all regulations in terms of BCEA, Health and Safety, etc. are adhered to.
- Ensure that buildings provided for fire standby duties and immediate premises are safe, clean and taken care of.
- Within TMNP, the Superintendent will also be responsible for keeping an attendance register for the standby period. The SANParks responsible official will sign off this register on his/her regular visits. Problems experienced during visits, will be noted by the responsible official and bring to the attention of the TMNP Manager Fire, SANParks and the Fire Officer.
- Responsible for signing off and verification of fitness of all crew members as prescribed in the Provincial Veld Fire Working Group Standards.

#### Responsibilities of Crew Bosses

- Being able and competent to stand in in the event that the Superintendent is unavailable.
- The supervision of crews on standby duty.
- The supervision of crews deployed at a wildfire situation.
- Response to instructions from the SANParks Incident Commander, Operations Section Chief and/or Division Supervisor.
- Response, in the event of call-outs, with minimum delay.
- Compliance with restrictions applicable to helitack crews.
- Radio communication with TMNP Newlands Interagency Dispatch Centre and/or Incident Commander regarding response in the event of a call-out, arrival at a fire situation, situation reports, departure from a fire situation and arrival back at base.
- Maintain record keeping and weekly time sheets.

#### Responsibilities of Engine Bosses (Drivers):

- Responsible for the condition, operations and preparedness of vehicles and equipment – within TMNP, Engine Bosses must immediately report any damage/defects discovered the SANParks Senior Section Ranger: Fire.
- To complete daily vehicle checklists.

- To complete vehicle logbooks.
- Completion of equipment checklist for all terrain firefighting vehicles and tankers, thus ensuring that specified items of equipment are on board and in a serviceable condition.
- Professional handling of vehicles and equipment they are responsible for. Untrained/uncertified Engine Bosses will not be allowed to operate specialised firefighting vehicles or equipment.
- Compliance with traffic regulations, contravention of which (and any fines involved) will have to be dealt with by the tenderer.
- Radio communication with TMNP Newlands Interagency Dispatch Centre and/or Fire Officer regarding response in the event of a call-out, arrival at and departure from a fire situation and arrival back at base.
- Safe transportation of firefighters e.g. firefighters may not be transported in the same area as tools, fuel containers, etc. which must be stored in a separate box or trunk fixed to the payload of the vehicle.
- Acquaintance with the areas in the Parks within the Cape Region.

#### Drone and Operator

- The purpose of this service is to provide critical real time information to the Fire Manager and IC of fire behaviour, hot spots, rate of spread and extent of fire at times when aerial resources such as helicopters are not bombing as to assist with mopping up operations.
- The drone and operator must be available for deployment within 60 minutes of callout and the functionality must be available for the duration of the fire as determined by the IC.
- Assist with mapping pre and post fire events and during prescribed burns.
- Assist in developing other applications for ignition during prescribed burning operations

The drone and operator must be fully compliant with all legislation and registration requirements.

1. Pilot and drone to be registered with CAA.
2. Pilot must have undergone and passed all statutory training pertaining to the operation of the drone including radio operators certification.
3. Pilot must pass annual medicals.
4. Log book and service record of the drone to be kept.
5. All footage of operational work remains to property of SANParks and may not be released publicly without permission from SANParks.

#### Additional vehicles supplied by tenderer

- **The successful tenderer must have the vehicles listed below as and when needed by SANParks:**
- One 4x2 truck 7 – 8 ton with at least 5 000 litre water tank and pump with 60m hose reel (pump to deliver a minimum of 2000l/min or be of minimum capacity of 13 hp).
- In the event of a breakdown on SANParks water tanker the 5 000 litre skid unit could be transferred from the SANParks vehicle to contractor's vehicle and this vehicle will be required to be on standby and will be dispatched to fire incidents until the SANParks vehicle has been repaired.
- One 3 – 4 ton truck (4x2) to be used to transport ±20 fire fighters to and from fires within the TMNP as well as other Parks within the Cape Region. Truck to be fitted with the necessary sides and secured seating (with safety belts) to allow the safe transport of fire fighters as well as separate box or trunk for the safekeeping of tools.
- One 3 – 4 ton truck (4x2) to be used to transport ±12 fire fighters from TMNP Kloofnek Conservation Base to and from fires within the TMNP as well as other Parks within the Cape Region. Truck to be fitted with the necessary sides and secured seating (with safety belts) to allow the safe transport of fire fighters as well as separate box or trunk for the safekeeping of tools.
- One 4x4 LDV with minimum of 500 litre skid unit complete with high pressure pump and 60m heavy duty hose
- One 4x4 LDV to be used by Fire Officer to respond to wildfires.
- If any of the above-mentioned vehicles supplied by tenderer become unserviceable due to damage or mechanical defect the tenderer undertakes to replace the vehicle with a similar vehicle within a period of 48 hours.
- **The attached PRICING SCHEDULE SBD 3.1 must be completed** in this regard stating the rate/km as well as rate/month in respect of trucks and one 4 x 4 LDV. Only rate per km applicable to 4x4 LDV to be used by Fire Officer.
- The SARS rate will be used.

#### PRE-QUALIFICATION REQUIREMENTS: (to be inserted under mandatory requirements)

##### Crew Composition

**Crews shall comprise of Fire Officers, Superintendents, Crew Bosses, Engine Bosses, Senior Firefighters and Firefighters**, all certified by a registered training institution, **following completion of annual training programmes.**

Failure to provide proof in this regard will invalidate the tenderer's offer.

Leadership within the crew is a vital function and each leadership position has certain responsibilities and requirements. Crew members of these initial attack crews must meet a minimum set of criteria as stipulated in the Western Cape Provincial Veld Fire

Work Group Standards for Type 1 Interagency Wildland Fire Ground Crews.

Elaboration and additional training requirements of all crew positions are detailed below:

	<b>CREW DESIGNATIONS</b>	<b>REQUIRED TRAINING COURSES</b>
1	Fire Officer	Fire-line Safety Training
		I-200 and I-300
		Incident Commander Type 5
		Single Resource Leader
		Division Group Supervisor
		Radio Base Station Operator
		First Aid Level 3
		Helitack
2	Superintendent	Fire-line Safety Training
		I-200 and I-300
		Single Resource Leader
		Division Group Supervisor
		First Aid Level 3
		Helitack
3	Crew Bosses	Basic Wildfire Suppression
		Fire-line Safety Training
		I-200
		Single Resource Leader
		First Aid Level 3
		Helitack

	<b>CREW DESIGNATIONS</b>	<b>REQUIRED TRAINING COURSES</b>
4	Senior Firefighters	Basic Wildfire Suppression
		Fire-line Safety Training
		Helitack
		Small Plant Operator (Chainsaw and Brushcutter) <sup>1</sup>
5	Fire-fighters	Basic Wildfire Suppression
		Fire-line Safety Training
		Helitack

- The tenderer must ensure that the Superintendents, Crew Bosses, Senior Firefighters and Firefighters have passed the following arduous physical test (as prescribed in the approved Provincial Veld Fire Work Group Standards) to be conducted prior to the appointment in order to be available for operations:

<b>Work category</b>	<b>Test</b>	<b>Distance (km)</b>	<b>Pack Weight (kg)</b>	<b>Time</b>
Arduous	Pack	4,8	20 kg	45 minutes

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<sup>1</sup> At least 6 senior firefighters need to have completed the small plant operators training

- Over and above the Pack Test, all crew members will be subjected to a weekly fitness test which will include the following activities:
  - i) 2,4 km run to be completed within 12 minutes
  - ii) Push-ups 40 in 60 seconds
  - iii) Sit-ups 40 in 60 seconds
  - iv) Pull-ups 07 in 60 seconds
- The tenderer must ensure that the Fire Officer and Engine Bosses have passed the following moderate/light physical test (as prescribed in the approved Provincial Veld Fire Work Group Standards) to be conducted prior to the appointment in order to be available for operations:

Work category	Test	Distance (km)	Pack Weight (kg)	Time
Moderate	Field	3,2	11 kg	30 minutes
Light	Walk	1,6	-	16 minutes

The Superintendent must sign and verify that each crew member has passed the weekly fitness test and the Weekly Fitness Report must be completed, signed and attached to the weekly Attendance Registers, to be signed by the SANParks representative.

Acceptance of a tender will furthermore also be conditional on the availability during working hours, on occasion and by prior arrangement, of crews provided by the tenderer for firefighting duties, for further training, the reasonable cost of which is to be borne by the tenderer. The need for further training, especially with regard to helicopter assistance, (e.g. helitack training, trooping of fire fighters and water bombing on the fire line) will be determined by the TMNP Manager Fire who will inform the tenderer of such training in due course.

### **Operational Requirements**

- Protective Clothing to be locally manufactured where possible.
- Trained and experienced crews, adequately equipped for the performance of

after-hours standby and/or firefighting duties and of which the strength in numbers may require to be increased up to  $\pm 45$  as the fire season progresses, will be required at three bases within the TMNP, namely Newlands Fire Base, Kloofnek and Klaasjagersberg Conservation Bases.

- The numerical strength of crews required to do standby at the abovementioned depots within the TMNP may vary as a result of change in weather conditions. The TMNP Manager Fire, SANParks will therefore inform the successful tenderer by not later than 16H00 on a Thursday as to the standby requirements for the following week. The tenderer will be required to submit an attendance register containing the names of the crew members who will do standby for that specific period, to the TMNP Manager Fire, SANParks by not later than 14H00 on the Friday (and should the Friday be a public holiday, then on the day before).
- Over and above the standby crews, a back-up crew of  $\pm 30$  trained members (including additional competent and qualified Fire Officers, Superintendents, Engine Bosses, Crew Bosses and Firefighters) should be available to be called upon if required. The tenderer shall be responsible for feeding these crews at regular intervals whilst deployed at a fire situation. The cost thereof will be reimbursed at the agreed rate.
- Firefighting crews on standby at the abovementioned bases will consist of a Superintendent (Newlands Base only), Crew Bosses, Engine Bosses, Senior Firefighters and Firefighters from where they will immediately be dispatched as soon as details of a wildfire is received by the Newlands Interagency Dispatch Centre.
- The Fire Officer must be on standby at his residence and must ensure response with minimum delay. The Fire Officer will be informed by the SANParks Incident Commander of the incident and will be required to respond using his own vehicle.
- Firefighting crews within TMNP will be on standby when the Fire Danger Index (FDI) exceeds 46 i.e. yellow, orange and red days. Should the FDI be below 46, i.e. blue or green the team will be allowed to stand down from firefighting operations with the permission of the SANParks Incident Commander, –to carry out additional conservation duties at their respective bases.
- In case of a wildfire in any other Park within the Cape Region the tenderer must be able to dispatch a crew of  $\pm 20$  (maximum) fire fighters, including a Fire Officer or Superintendent, as well as at least two Crew Bosses within 90 minutes after the call has been received. The tenderer will be required to communicate with the TMNP Newlands Interagency Dispatch Centre regarding the response in the event of a call-out to any other Park, arrival at and departure from a wildfire situation and arrival back at the TMNP Newlands Fire Base. The tenderer shall also be responsible for feeding these crews responding to wildfires in any other Park at regular intervals whilst deployed at a wildfire situation. The cost thereof will be reimbursed at the agreed rate.
- Prescribed and fuel reduction/stack burning will take place according to

procedures as detailed in the Fire Management Plan for each Park. The TMNP Manager Fire will coordinate requests for prescribed/fuel reduction/stack burning within all Parks and will give the tenderer 24 hours' notice of the intention to undertake a prescribed/fuel reduction/stack burning during which time the tenderer shall arrange for additional crews, the number of such crews to be determined by the TMNP Manager Fire.

Protective Clothing Requirements For Fire Fighters

- The tenderer shall ensure that all crewmembers are adequately equipped, in terms of Personal Protective Clothing (PPC), for the performance of firefighting duties. Personal Protective Clothing (PPC) issued to crew members must be equal or better what is stipulated in the Provincial Veld Fire Work Group Standards.

The minimum protective clothing requirements for all crew members are:

<b>ITEM</b>	<b>DESCRIPTION</b>
<b>Overall</b>	One/two piece 100% cotton overall with long sleeves, Minimum 290g/m <sup>2</sup>
<b>T-shirt</b>	A 100% cotton, weight 170g/m <sup>3</sup> . T-shirt to act as a second layer
<b>Boots</b>	Ankle length leather boots, heat resistant sole (300°C), ankle support that's approximately 200mm from the base of heel (without steel toe caps)
<b>Helmet</b>	High resistance to impact, resistant to high temperatures, polycarbonate shell with Chin Strap
<b>Goggles</b>	Fireman's goggles, Polycarbonate, face hugging, melting resistance up to 350°C, non-vented
<b>Flash Hood</b>	Fire resistant material – 100% cotton, minimum 185 g/m <sup>2</sup> or Nomex, double layer, knitted fabric with inert collar
<b>Gloves</b>	Leather - ±2 – 3mm thick for adequate protection
<b>Head Lamp</b>	LED headlamp with helmet strap
<b>Back packs</b>	10 Litre for water and warm clothes
<b>Water bottles</b>	2 X 2Litre water bottle complete with pouch

Chainsaw and Brush Cutter operators will need to be provided with the following

### Personal Protective Equipment (PPE):

- Chainsaw pants or chaps
- Chainsaw gloves
- Shin guards for brush cutter activities
- Helmets with face shields and ear protection
- Safety Boots (with steel toe caps)

All crew members must be identifiable as service providers for SANParks; this will be in the form of SANParks identification with the relevant logo on the front pocket.

### **COMPLIANCE WITH LEGISLATION**

- The tenderer shall comply with all laws relating to the operation of a commercial undertaking with regard to wages, hours and conditions generally governing the employment of labour. Note should also be taken of Social Investment. The tenderer shall furthermore confirm that he/she is properly registered with the relevant statutory authority required by current legislation governing the TMNP, including but not necessarily limited to:
  - The Unemployment Insurance Fund
  - The Workman's Compensation Fund
  - The Receiver of Revenue for PAYE
  - The Compensation for Occupational Injuries and Diseases Act.
  - Protective clothing must be 100% locally manufactured.

### **OCCUPATIONAL HEALTH AND SAFETY ACT**

- To comply with the requirements of legislation, the tenderer is required to sign the attached Annexure C. This Annexure will take effect when the tender is awarded to the successful tenderer. (Please see attached).

### **INJURIES OR DAMAGE TO CONTRACTOR'S PERSONNEL, VEHICLES ETC.**

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

### **SITES TO BE SERVICES**

- SANParks approve the appointment of a suitable, experienced and capable tenderer to deliver services to the following site(s) not limited to the below indicated Park(s) as and when a need arise or per the arrangement made with each park management:

<b>Item.</b>	<b>Parks</b>	<b>Place</b>
1	Table Mountain NP	Cape Town
2	West Coast NP	Langebaan
3	Bontebok NP	Swellendam
4	Agulhas NP	Agulhas
5	Tankwa NP	Calvinia

## **RESPONSIBILITIES OF SANPARKS**

### **SANParks shall:**

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

## **RESPONSIBILITIES OF THE BIDDER**

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

## **ASSIGNMENT AND SUB-CONTRACTING**

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

## **INDEMNITY**

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

## **SOCIAL INVESTMENT**

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

### **SUBLETTING OF TENDERS**

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

### **BREACH OF A TENDER**

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

### **TERMINATION CONDITIONS**

- SANParks reserves the right to cancel the tender if any of the conditions are breached by the tenderer and not rectified within seven days of written notification.

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

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

### **GENERAL SERVICE REQUIREMENTS**

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

### **TERMINATION OF SERVICE**

- Aside from the expiry of the agreement, the contract between SANParks and the service provider may be terminated for any one of the following reasons:
- Failure to meet the minimum operational requirements of SANParks.
- Gross negligence by the service provider or its employees
- Failure to respond to any operational enquiries or complaints by SANParks within a reasonable time period.

- In addition to the above, this agreement may go out of force entirely, at any time, at the discretion of either party on condition that a period of 30 days' notice is given to the other party.

## DETAILED PRICING

### Pricing Schedule for the Duration of the Contract

<b>BID PRICE IN RSA RAND</b>						
Price quoted is South African Rands in terms of General Conditions of contract clause 16.4 and shall be included in the SBD3.1						
<b>PRICE QUOTATION BASIS</b>						
Price quoted is fully inclusive of all costs including disbursements and other overheads, delivery to the specified SANParks Business Unit geographical address and includes value- added tax, income tax, unemployment insurance fund contributions, and skills development levies.						
<b>PRICE PER DELIVERY POINT</b>						
In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.						
<b>DETAIL PRICING SUPPORT</b>						
Detailed information i.e. costed bill of quantities is optional and can be provided as an annexure to the details provided with reference to such included in this SBD3.1.						
<b>PRICE CHANGES</b>						
Price changes whether as a result of CPI, PPI, extensions or expansions will be allowed in terms of the signed contract by both parties.						
<b>APPLICATION OF PREFERENCE POINTS</b>						
Pricing is subject to the addition of Preference Points as stipulated below - Standard Bidding Document 6.1 Preference claim form.						
		<u>Supply and delivery: Working Hours and Overtime – Rate Per Hour</u> <u>Overtime Payment will be in accordance with the BCEA 1997</u>				
<u>NO</u>	<u>Person &amp; Position</u>	<u>Hourly Rate Normal Working Hours</u>	<u>Overtime Rate at 1,5 Times Normal Wage</u>	<u>Overtime Rate at 2,0 Times Normal Wage</u>		
1	Fire Officer	R	R	R	R	R
2	Superintendent	R	R	R	R	R
3	Crew Boss	R	R	R	R	R
4	Engine Boss	R	R	R	R	R
5	Senior Fire Fighter	R	R	R	R	R
6	Fire Fighter	R	R	R	R	R
						SUBTOTAL
						VAT 15%
						GRAND TOTAL

Total Cost is determined by multiplying quantity by unit price						
TOTAL COSTED VALUE OF ABOVE (ALL INCLUSIVE)					R	
Supply and delivery: Standby Duty – Rate Per Hour						
<u>NO</u>	<u>Person &amp; Position</u>				<u>Standby Rate</u>	
1	Fire Officer	-	-	-	R	R
2	Superintendent	-	-	-	R	R
3	Crew Boss	-	-	-	R	R
4	Engine Boss	-	-	-	R	R
5	Senior Fire Fighter	-	-	-	R	R
6	Fire Fighter				R	R
					SUBTOTAL	R
					VAT 15%	R
					GRAND TOTAL	R
Total Cost is determined by multiplying quantity by unit price						
TOTAL COSTED VALUE OF ABOVE (ALL INCLUSIVE)					R	
Supply and delivery: Vehicles						
<u>NO</u>	<u>Vehicle</u>	<u>Ton/Type of vehicle</u>	<u>Number of fire fighters transported</u>	<u>Rate/km</u>	<u>Rate/Month</u>	
1	Truck 4x2	7 - 8	-	R	R	R
2	Truck 4x2 (3-4 ton)	3 - 4	20	R	R	R
3	Truck 4x2 (3-4	3 - 4	12	R	R	R
4	LDV 4x4	Skid Unit	-	R	R	R
5	LDV 4x4	Fire Officer	-	R	n/a	R

					SUBTOTAL	R
					VAT 15%	R
					GRAND TOTAL	R
Total Cost is determined by multiplying quantity by unit price						
TOTAL COSTED VALUE OF ABOVE (ALL INCLUSIVE)		R				
		<u>Supply and delivery: Rations; Chainsaws , Brush Cutters and Blowers</u> <u>Wet rate for chainsaws, brush cutter and blowers</u> <u>Single Ration pack – 6 hours</u> <u>Double ration pack – 12 hours</u>				
<u>NO</u>	<u>Type</u>					
1	Ration	Single Ration: R	Double Ration: R	-	R	R
2	Chainsaw	Rate per hour	R	-	R	R
3	Brush Cutter	Rate per hour	R	-	R	R
4	Blower	Rate per hour	R	-	R	R
5	Drone and Operator	Rate per hour	R		R	R
					SUBTOTAL	R
					VAT 15%	R
					GRAND TOTAL	R
Total Cost is determined by multiplying quantity by unit price						
TOTAL COSTED VALUE OF ABOVE (ALL INCLUSIVE)		R				

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

**TOTAL BID PRICE FOR FIVE (05) YEARS (VAT Inclusive and all applicable disbursements):**

**R.....**

(Please note that all prices quoted should be **inclusive** of Value Added Tax (VAT) for the duration of the contract. Furthermore, such prices should be presented in South African Rand (ZAR). The Bidders pricing is to remain firm for 150 days from the closing date of this tender; SANParks reserves the right to negotiate with the recommended bidder prior to signing of the contract.

**Tenderers to be aware this is a term tender or rates based and services are required on a needs basis.**

**SPECIAL CONDITIONS OF CONTRACT PERFORMANCE**

**AGREEMENT**

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

## ANNEXURE A – STANDARD BIDDING DOCUMENTS

SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

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<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the

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<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included) OR
- the 90/10 system for requirements with a Rand value more than R50 000 000 ( all applicable taxes included).

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20 or 90/10** preference point system.
- b) The **80/20 or 90/10 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

**1.3** Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80/90
<b>SPECIFIC GOALS</b>	20/10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20 or 90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Exempted Micro Enterprise (EMEs) Qualifying Small Enterprise (QSEs).	Total Points: 5 QSEs/EMEs: 5	Total Points: 10 QSEs/EMEs: 10		
Black Ownership Enterprises owned by Black People with at least 51% shareholding or more	Total Points: 5	Total Points: 10		
<b>Total number of Points</b>	<b>10</b>	<b>20</b>		

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

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

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....

**REFERENCE LETTER FORMAT**

<b>Bidder's Letterhead</b>		
We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing on your letterhead the reference as set out below on your experience with us.		
<b>Referee Letterhead</b>	<b>Referee Legal Name</b>	
<b>REFERENCE ON COMPANY:</b>		
<b>Bid Number:</b>	<b>GNP-022-23</b>	
<b>Bid Description</b>		
<b>Appointment of an accredited service provider for the provision of type 1 Inter agency wildland firefighting crews for Table Mountain National Park with Integrated Fire Management support to other parks in the Cape Region (Agulhas National Park, Bontebok National Park, Tankwa National Park &amp; West Coast National Park).</b>		
Describe the service/work the above bidder provide to you below		
<b>Criteria</b>	<b>Meets requirements</b>	<b>Exceeds requirements (Please provided details)</b>
Type of fire-fighting services delivered and experience of crews, drivers and supervisory staff members		
Response, reaction of crews to wildfires		
Efficiency and productivity of fire-fighting crews inclusive of supervisory staff members and drivers		
Competency and experience with regard to prescribed burning/fuel reduction/stack burning operations		
Knowledge of Incident Command System and involvement in Incident Management Teams		
Overall Impression		
No. of times used in past year	Would you use the provider again?	YES/NO
<b>Completed by:</b>		
<b>Signature:</b>		
<b>Company Name:</b>		
<b>Contact Telephone Number:</b>		
<b>Date:</b>		

## GENERAL CONDITIONS OF CONTRACT

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

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

GCC1

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

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

	<p>own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12. <b>"Force majeure"</b> means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13. <b>"Fraudulent practice"</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14. <b>"GCC"</b> mean the General Conditions of Contract.</p> <p>1.15. <b>"Goods"</b> means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16. <b>"Imported content"</b> means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. <b>"Local content"</b> means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.</p> <p>1.18. <b>"Manufacture"</b> means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.</p> <p>1.19. <b>"Order"</b> means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. <b>"Project site"</b>, where applicable, means the place indicated in bidding documents.</p> <p>1.21. <b>"Purchaser"</b> means the organization purchasing the goods.</p> <p>1.22. <b>"Republic"</b> means the Republic of South Africa.</p> <p>1.23. <b>"SCC"</b> means the Special Conditions of Contract.</p> <p>1.24. <b>"Services"</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. <b>"Written"</b> or <b>"in writing"</b> means handwritten in ink or any form of electronic or mechanical writing.</p>
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GCC2	<p><b>2. Application</b></p>
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
GCC3	<p><b>3. General</b></p>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
GCC4	<p><b>4. Standards</b></p>
	<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
GCC5	<p><b>5. Use of contract documents and information</b></p>
	<p>5.1. The supplier shall not disclose, without the purchaser’s prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not make, without the purchaser’s prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance</p>

	<p>under the contract if so required by the purchaser.</p> <p>5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
GCC6	<b>6. Patent rights</b>
	<p>6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
GCC7	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2 a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
GCC8	<b>8. Inspections, tests and analyses</b>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser</p>

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

GCC10	<b>10. Delivery and Documentation</b>
	<p>10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier.</p> <p>10.2. Documents submitted by the supplier are specified in SCC.</p>
GCC11	<b>11. Insurance</b>
	<p>11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
GCC12	<b>12. Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
GCC13	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
GCC14	<b>14. Spare parts</b>
	<p>14.1. As specified in SCC, the supplier may be required to provide any or all of</p>

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

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

	<p>supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
GCC22	<b>22. Penalties</b>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
GCC23	<b>23. Termination for default</b>
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p>

	<p>23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. The name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. The date of commencement of the restriction</p> <p>23.6.3. The period of restriction; and</p> <p>23.6.4. The reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name</p>
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	<p>has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
GCC24	<p><b>24. Anti-dumping and countervailing duties and rights</b></p>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
GCC25	<p><b>25. Force Majeure</b></p>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
GCC26	<p><b>26. Termination for insolvency</b></p>
	<p>26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the</p>

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

GCC30	<b>30. Applicable law</b>
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	<b>31. Notices</b>
	31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	<b>32. Taxes and duties</b>
	32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	<b>33. National Industrial Participation Programme</b>
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	<b>34. Prohibition of restrictive practices</b>
	34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition

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

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

	<p>information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p>
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## CONTRACT FORM - 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 South African National Parks in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: **GNP-017-23: APPOINTMENT OF ACCREDITED SERVICE PROVIDER(S) FOR THE PROVISION OF TYPE 1 INTERAGENCY WILDLAND FIRE FIGHTING CREWS FOR TABLE MOUNTAIN NATIONAL PARK WITH INTEGRATED FIRE MANAGEMENT SUPPORT TO OTHER PARKS IN THE CAPE REGION (AGULHAS NATIONAL PARK, BONTEBOK NATIONAL PARK, TANKWA NATIONAL PARK & WEST COAST NATIONAL PARK) FOR A PERIOD OF FIVE YEARS.** My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax compliance status verification;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Bidder's Disclosure (SDB 4)
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution
    - 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 fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2** (to be filled in by the purchaser)

1. I ..... in my capacity as ..... accept your bid under reference number: **GNP-017-23: APPOINTMENT OF ACCREDITED SERVICE PROVIDER(S) FOR THE PROVISION OF TYPE 1 INTERAGENCY WILDLAND FIRE FIGHTING CREWS FOR TABLE MOUNTAIN NATIONAL PARK WITH INTEGRATED FIRE MANAGEMENT SUPPORT TO OTHER PARKS IN THE CAPE REGION (AGULHAS NATIONAL PARK, BONTEBOK NATIONAL PARK, TANKWA NATIONAL PARK & WEST COAST NATIONAL PARK) FOR A PERIOD OF FIVE YEARS** for the rendering of services indicated hereunder and /or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE .....

WITNESSES

1 .....

2 .....

DATE .....