Invitation to Bid for the Appointment of a Service Provider for the Provisioning of Banking Services for SANParks for a Period of Ten Years

Bid Number	GNP-010-26
Advert Date	19 November 2026
Issuer	South African National Parks
Closing date and time	Date: 11 January 2027 Time: 11:00am

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

The bid box is generally open 24 hours a day, 7 days a week at the below delivery address.

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

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN NATIONAL PARKS				
BID NUMBER:	GNP-010-26	**CLOSING DATE:**	11 January 2027	**CLOSING TIME:** 11:00am
DESCRIPTION	Appointment of a Service Provider for the Provisioning of Banking Services to SANParks for a Period of Ten Years			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
643 LEYDS STREET, MUCKLENEUK, PRETORIA **(MAIN GATE: TENDER BOX)** **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 shall be accepted if sent via the Internet or e-mail.** There shall be **no public opening** of the Bids received. **No late submissions will be accepted.**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Reneilwe Kekana	**CONTACT PERSON**	Neo Ngobeni
TELEPHONE NUMBER	012 426 5119	**TELEPHONE NUMBER**	012 426 5256
E-MAIL ADDRESS	Reneilwe.Kekana@sanparks.org	**E-MAIL ADDRESS**	Neo.Ngobeni@sanparks.org

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS WILL 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".

Compulsory Briefing Session (A compulsory briefing session will be held as specified in the bid invitation. Failure by a bidder to attend and register on the chat box at the compulsory briefing session will render the bid non-responsive, and it will not be considered for further evaluation). NB: It is the responsibility of each bidder to ensure that their company name is correctly recorded on the attendance register	Date: 03 December 2026 Time: 11H00 Venue: Microsoft Teams Contact Person: Reneilwe Kekana Link/registration [virtual] https://teams.microsoft.com/meet/3513411853471190?p=VglrQMeWWzZNUHxwEO	
Bid Validity	**Validity Period from Date of Closure:**	**150 Days**
	The tender proposal must remain valid for at least 150 days after the tender due date. All contributions / prices indicated in the proposal and other recurrent costs must remain valid for the period of one hundred and fifty (150) days after closing date.	

CORRESPONDENCES - Queries

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

Any queries regarding the bidding procedure may be directed to:

Department: Supply Chain Management
Contact Person: Ms Reneilwe Kekana
Tel: 012 426 5119
E-mail address: Reneilwe.Kekana@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 with regard to anything arising from the fact that pages are missing or duplicated.
d) Counter Conditions: SANParks draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.
e) Response preparation costs: SANParks is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.
f) Cancellation prior to awarding: SANParks reserves the right to withdraw and cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.
g) Collusion, Fraud and corruption: Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
h) Fronting: SANParks, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SANParks establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies SANParks may have against the bidder concerned.

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

INTENTION TO SELL

Is the bidder in the process of selling the bidding company?	❑ YES ❑ NO
Does the bidder have any intention of selling the bidding company within the next 12 months?	❑ YES ❑ NO
Does the bidder have any intention of selling the bidding company within the next 12 months to 60 months?	❑ YES ❑ NO

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

DISCLAIMERS

SANParks has produced this document in good faith. SANParks, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SANParks is permitted by law, SANParks will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SANParks makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether 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 e-Tender Portal and awarded bids are notified through the website under "bids awarded" and SANParks shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids**.**

BID DOCUMENTS

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

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

The verification during this stage is to review bid responses for purposes of assessing compliance with RFB requirements which include the following:	
Invitation to Bid (SBD 1) must be fully completed and signed.	
Submission of fully completed Pricing Schedule [SBD 3.1:Non- Firm Prices]	
Submission of fully completed SBD 4 (Bidder's disclosure).	(Refer to Annexure A)
Submission of fully completed SBD 6.1 (Preference Points Claim Form), accompanied by SANAS Accredited B-BBEE Certificate as proof for the points claimed for specific goal/s) Failure to complete and submit the SBD 6.1 form will result in the bid not claiming the specific goals points.	(Refer to Annexure B)
Submission of fully completed SBD 7.2 (Contract Form).	(Refer to Annexure C)
Submission of the General Conditions of a Contract (GCC)	(Refer to Annexure D)
Standard Terms and Conditions of contracts for Services	(Refer to Annexure E)

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 will 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

This bid will be evaluated in the following phases: Mandatory phase, Technical/Functional phase and Price and Preference.

Phase 1: Mandatory evaluation criteria

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

Failure to comply with Mandatory Requirements **will lead** to the bidder being disqualified and not considered for further evaluation on the Technical / Functionality requirements.

Mandatory requirements

Description of requirement	Indicate COMPLY/NOT COMPLY	Comment or reference to proposal
GENERAL		
CRITERIA 1:		
Certificate of registration as a Bank in terms of the Banks Act, No 94 of 1990 must be attached.		
The bidder must submit their latest current long-term international issuer credit rating issued or affirmed by a credit rating agency (S&P Global Ratings, Moody's Ratings, Fitch Ratings or an equivalent recognised agency). The bidder must have a minimum long-term international issuer credit rating of BB (or equivalent) or higher. The rating must have been issued or affirmed within the 12 months preceding the bid closing date.		

The bidder will only progress to Phase 2 if the mandatory criteria above has been met.

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 **75% minimum qualifying score for consideration** to the next phase. Bidders who fail to comply with the set minimum threshold of **75%** per the technical requirements **will** be eliminated and not proceed to Price and Preference Points evaluation phase.

Functionality

FUNCTIONALITY CRITERIA		**MAXIMUM TO BE AWARDED**
FUNCTIONALITY	**Weights**	**Points**
Criteria 1: Capability.		

Methodology and Approach Proposal
 	
Bidders to submit a proposal that demonstrates and explains their methodology as to how they will implement and manage the banking solution.
 	
This must demonstrate an understanding of SANParks' operating environment and banking requirements included under the scope of work, including but not limited to:
 	
• Branches
• Bank Accounts
• Electronic banking services
• Other services
  o ATMs
  o Training and Support
  o Handover Period
• Connectivity
	50	50 points = bidder proposal shows exceptional understanding and ability of the assignment and inclusive of all requirements.
		
		40 points= bidder proposal shows a good understanding of the assignment and addresses 80% of the requirements
		
		30 Points = bidder proposal shows some understanding and ability of the assignment which addresses 60% of the requirements.
		
		20 Points = bidder proposal shows some understanding and ability of the assignment which addresses 40% of the requirements.
		
		10 points= bidder proposal shows a very limited understanding and ability of the assignment which addresses less than

FUNCTIONALITY CRITERIA		MAXIMUM TO BE AWARDED
• Innovation and Digital Finance • Cyber security Governances • Conservation Finance and Value Creation • Strategic Partnership with SANParks • Integration with SANParks' financial systems.		40% of the requirements. 0 points = bidder proposal shows a very limited understanding and ability of the assignment and does not address any of the requirements.
b) Organisational Experience: Number of organizations or companies that the bidder has been rendering banking services for: 5 signed reference letters on a clients letter head which should include the following: The letter should contain details of the following: • Duration of services • Contactable references (name, number and email address) • Types or services/products offered • Commercial banking services such as o EFT banking services, o ATM services o Bureau de Exchange, o Support services o Forex services	30	30 points= 5 reference letters received from different clients which meet all the requirements 20 points= 4 reference letters received from different clients which meet all the requirements 10 points= 3 reference letters received from different clients which meet all the requirements 0 points = 2 and less reference letters received from different clients which meet all the requirements

FUNCTIONALITY CRITERIA		MAXIMUM TO BE AWARDED
Banking services must have been rendered during the five years preceding the closing date.		
Criteria 2: Bidders' capacity to render the service:		
Public Sector Banking experience of the Relationship/Account manager. CV of dedicated Relationship/Account manager with relevant experience and Post Graduate qualifications in banking or Finance that has worked for public sector clients or entities similar to SANParks. •with10 years and more relevant experience •with 5 - 9years relevant experience • with 1 – 4 years relevant experience •with no relevant experience or less than a year of relevant experience	20	20 points= extent of public sector banking experience of Relationship/Account Manager is 10 years and more of relevant experience. 10 points= extent of public sector banking experience of Relationship/Account Manager is between 5 to 9 years relevant experience. 5 points= extent of public sector banking experience of Relationship/Account Manager is between 1 to 4 years relevant experience 0 points = extent of public sector banking experience of Relationship/Account Manager with no relevant experience or less than one year of experience
TOTAL	**100**	

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:

- 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 mandatory as stipulated in the RFB document.
- misrepresented or altered material information in whatever way or manner.
- promised, offered or made gifts, benefits to any SANParks employee.
- canvassed, lobbied in order to gain unfair advantage.
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

TERMS OF REFERENCE – APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISIONING OF BANKING SERVICES TO SANPARKS FOR A PERIOD OF TEN YEARS

INTRODUCTION TO SANPARKS

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

Our **vision** a future where people and nature thrive together in sustainable mega living landscape.

Our **mission** is to conserve, expand and sustainably manage South Africa's natural and cultural assets for the well-being of present and future generations through innovation and inclusive partnerships with communities.

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

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

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

BUSINESS UNIT RESPONSIBLE FOR THE BID

The Finance Division is led by the Chief Financial Officer who is appointed in accordance with and has the duties as prescribed by the National Environmental Management: Protected Areas Act, 57 of 2003 and the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999). The Finance Division has the responsibility in the overall financial accounting and budgetary planning of the organisation.

SANParks seeks to appoint a suitable service provider (local registered Financial Institutions in terms of the Banks Act, No 94 of 1990) for the provision of commercial banking services for SANParks for a period of Ten (10) years.

The purpose of this Request for Bid is to contract with a suitable qualified service provider with the requisite capacity to execute this project within the desired quality, scope, timeframe and cost for SANParks.

CONTEXT OF THIS PROCUREMENT

SANParks has an extensive geographical footprint, with operations located across multiple National Parks and regions throughout South Africa. Accordingly, the appointed service provider will be required to provide, maintain and support reliable, efficient and accessible banking services across the SANParks network, including its National Parks, offices and other operational facilities, as applicable.

The successful bidder will be expected to demonstrate the capacity, infrastructure, technological capability and geographic reach necessary to meet SANParks' banking requirements consistently and effectively throughout the duration of the contract.

CONTRACT PERIOD

The contract is a for a period of Ten (10) years.

SPECIFICATIONS/SCOPE OF WORK

The services are required to accommodate SANParks' current and anticipated banking needs.

The bidder shall comply fully with all specifications, special and technical conditions and requirements set out in this document.

The information serves as a guide for volumes and should only be relied upon in the context of completing the bid.

1. BANK BRANCHES

1.1 The bid should clearly state the branches in the nearest SANParks jurisdiction as well as the proposed branches which will service the account of SANParks.

1.2 One fully operating branch is required in Skukuza Rest Camp in Kruger National Park.

BANK BRANCH LOCATIONS REQUIRED	
PARK	**NEAREST TOWN**
KRUGER NATIONAL PARK	
Northern Regions	Malamulele
	Phalaborwa
	Hoedspruit
Southern Region	Skukuza
	Hazyview
	Malelane
	Komatipoort
NORTHERN REGION	
Mapungubwe National Park	Musina
Marakele National Park	Thabazimbi
Golden Gate National Park	Bethlehem
FRONTIER REGION	
Mountain Zebra National Park	Cradock
Camdeboo National Park	Graaff-Reinet
Addo Elephant National Park	Addo
Karoo National Park	Beaufort West
GARDEN ROUTE REGION	
Tsitsikamma National Park	Plettenberg Bay
Knysna National Park	Knysna
Wilderness National Park	George
ARID REGION	
Mokala National Park	Kimberley
Augrabies National Park	Kakamas
Kgalagadi Transfrontier National Park	Upington

Meerkat National Park	Carnarvon
Richtersveld National Park	Port Nolloth
Namaqua National Park	Springbok
CAPE REGION	
West Coast National Park	Langebaan
Agulhas National Park	Bredasdorp
Bontebok National Park	Swellendam
Tankwa Karoo National Park	Ceres
Table Mountain National Park	In and around Cape Town

Map of South Africa and location of Parks



2. BANK ACCOUNTS

SANParks currently has 89 bank accounts which were opened in terms of the Public Finance Management Act, No 1 of 1999 which includes the following: .

- There are two main accounts, one for the Head Office in Pretoria and one for Kruger National Park.
- Several Special Project bank accounts.
- Reservations Unit bank accounts.

- Bank accounts for various camps within the Kruger National Parks and other Parks countrywide.
- Bidder must be able to handle large volumes of transactions.
- From time to time, Donors may request a separate bank account for third party payments.

2.1 Reservation deposit accounts – Four (4) accounts

SANParks receive deposits from clients for reservation booking

2.1.1 All four reservation accounts sweep to the Head Office main account on a weekly basis (These accounts are exclusively for deposits, and debit entries should be restricted to bank charges only).

2.1.2 Reservation deposit accounts;

- one for all satellite office deposits,
- one for worldwide deposits via Cash or EFT
- one for web based (worldwide via credit card) deposits
- and one for instant EFT's

2.2 Kruger National Park Accounts

2.2.1 All the bank accounts for camps within the Kruger National Park sweep to the Kruger National Park main account on a weekly basis.

2.3 Other Parks Accounts

2.3.1 All the other accounts from the rest of the Parks sweep to the Head Office main account on a weekly basis.

2.3.2 Funding received from funders for Special Projects will be deposited into a SANParks Special Project account or according to the specifications of the agreement an individual bank account will be opened within the SANParks portfolio.

2.4 Electronic Funds Transfer

2.4.1 SANParks prefer Electronic Fund Transfers for all payments of SANParks suppliers and beneficiaries.

2.4.2 Salaries and Wages are paid electronically for employees of ±5150 people.

2.4.3 The following are imperative for management of payments:

- Timeous and secure processing of all payments
- Ability to interface where required with payroll and line of business applications currently being used
- Host connection via a dedicated line
- Stringent Authorisations, security controls and enhanced data integrity due to stringent validation controls

- Efficient management of e-commerce risk
- To provide real time transaction search capabilities and real account balances

2.5 Deposits

2.5.1 SANParks is working towards a cashless environment, currently SANParks receive approximately R4 Billion per annum through both electronic payments and cash deposits.

2.5.2 The cash is collected by cash in transit companies for 16 different sites and collection will happen once or twice a week depending on the geographical area. The following are areas where cash collection is required:

	SMART BOXES
	AUGRABIES NATIONAL PARK
1	AUGRABIES
	KGALAGADI NATIONAL PARK
2	TWEE RIVIEREN
	KRUGER NATIONAL PARK
3	BERG-EN-DAL
4	LETABA
5	LOWER SABIE
6	MOPANI
7	OLIFANTS
8	ORPEN
9	PAFURI
10	PHALABORWA
11	PRETORIUSKOP
12	PUNDA GATE
13	PUNDA MARIA
14	SATARA
15	SHINGWEDZI
16	SKUKUZA

2.5.3 For Filling stations, shops and restaurants, the cash is collected as per their request.

2.5.4 The bidder must ensure that they can supply a direct API bank payment import process

2.6 Payments made to SANParks

2.6.1 Money can only be received by the cashiers and via electronic devices (speed points).

2.6.2 Currently 16 Smart boxes are used for cash deposits until collected by CIT.

2.6.3 Payments to SANParks are also made via different payment gateways and e-commerce platforms worldwide. The successful bidder must have the ability to integrate with the online payment gateway appointed by SANParks at no cost. The successful bidder must be able to certify, deploy, and commission all Payment Entry Devices (PEDs) required to support SANParks' full national footprint within ninety (90) calendar days of a transition from the outgoing bank.

2.6.4 Deposit identifier – the bidder should be able to provide a deposit identifier validation routine in order to facilitate identification and reconciliation of all deposits made into SANparks accounts. (if possible, have a space to enter telephone or contact number details of depositor)

2.6.5 Must be able to predefine validation fields on the reference entered by the payee. E.g. 2 alpha and 6 numeric (RR123456), specific to reservation accounts only.

2.7 Overdraft Facility

Currently SANParks is fairly liquid and able to service its operations but for operational reasons a facility is required for credit cards R2 million (R2,000,000.00), Guarantees of One Hundred Thousand (R100,000.00), Asset vehicle Finance (inclusive of Specialised vehicles) R80 million (R80,000,000.00) and fleet cards for R10 million (R10,000,000.00). These limits are subject to change due to business requirements.

2.8 SANParks Revenue

2.8.1 SANParks' total revenue for 2025/26 was approximately R4,4 billion, of which R1,2 billion was received through the online booking platform.

2.8.2 There is a need for interactive and proactive service agreements and services ensuring SANParks stay on top of market changes, legislation and Regulations, including e-business environment. (Any changes and enhancements to service platforms and products that could potentially increase revenue generation for SANParks).

2.9 Relationship Management

2.9.1 The appointed service provider will be required to have regular meetings with Management and provide SANParks with a dedicated Relationship Manager that will support SANParks operations.

2.9.2 Enquiries must be dealt with within 24 hours.

3. ELECTRONIC BANKING SERVICES

The following electronic banking facilities are currently utilized in a secure environment. These limits are subject to change in line with business requirements

- Electronic fund transfers for the payment of creditors, salaries and other related payments. Creditors at an approximate amount of R70 million per week. And approximately R170 million for salaries on a monthly basis.
- Daily cash management reporting per group of accounts as per SANParks request or business requirements
- Vehicle financing facility (including specialised vehicles) as and when required up to an amount of R80 million.
- Guarantees for SARS customs etc not exceeding R100 thousand.
- Credit cards for corporate use not exceeding R2 million per annum
- And Fleet cards not exceeding R10 thousand

3.1 Electronic Cash Management

Account information

- The bidder must install an online electronic banking system, which is in line with the security policy of SANParks. E.g. frequent changing of passwords and provide the necessary training.
- The bidder must indicate the ability to keep financial historical information for a minimum period of six months on the electronic banking system.
- The bidder must provide an archiving facility as we currently have an archiving facility for more than 5 years.
- The bidder must be able to provide information that can be accessed online on the same day, e.g. deposits, payments, transfers etc.
- The bidder must be able to provide a customized search facility of the online electronic bank system e.g. description of transaction, date, amount etc.
- Reports on batch payment files to be provided electronically on a daily basis.
- Online facility must provide for detailed audit trails.
- The need to increase payment limits when necessary.
- The bidder must have a sufficient branch network infrastructure (footprint) throughout the SANParks geographic area.

3.2 Transfer of funds between bank accounts

- A sweeping facility must be available, which will enable the weekly transfer of balances of specified accounts within the bidder's financial institution to a nominated account for the purpose of cash management.
- SANParks must be able to effect transfers internally between the accounts held with the bidder.
- SANParks currently transfers all excess funds to the Corporate Public Deposit (CPD) account held with The South African Reserve Bank (SARB).

3.3 Bank Statement information in electronic format

- The bidder must provide SANParks with daily information in a CSV format of all transactions pertaining to specific accounts to integrate with the SANParks reservations system for accounting and reconciliation purposes

3.4 Foreign Exchange Services

- The bidder must have an online Forex service, which will enable SANParks to send and receive international payments.
- The bank must provide daily online foreign exchange rates.
- One fully operating Bureau de exchange facility is required at Skukuza camp in the Kruger National Park.

3.5 Business Credit Cards

- Business credit cards must be issued on request.
- Monthly statements must be issued regardless of the transactions on the account.
- Business credit cards should not have a cash withdrawal facility.

3.6 The Cash Management System

- The Cash Management System must play a role in optimisms cash balances and reducing cost associated with the management and movement of funds. The system must allow SANParks to set up accounts and consolidate them at various reporting levels.

- The accounts must be structured in such a way that it reflects the operating structure for SANParks. This would enable easing facilitation of reporting and management balances at different reporting levels

- Interest Calculation, Distribution and Applicable Rates - The interest earned or paid by SANParks is to be paid to a designated account for cash management purposes. The bidder should have the ability to handle the interest distributions in consultation with the SANParks Finance Office.

4. OTHER SERVICES

4.1 Automated Teller Machines (ATM's)

The following Automated Teller Machines are currently used in specific parks/camps and will be required:

- 2 full ATMs at Kruger National Park
- Mini ATM's in other parks and camps
- Installation of ATM's in the Park when the need arises

4.2 Training and Support

- Training and on-going support must be provided to the officials on the electronic banking system.
- Bids must include provision for the training of SANParks' staff relating to the implementation and management of the bank's services and must be on site at SANParks during the implementation phase.
- There must be dedicated account/relationship manager and support team who are available to provide immediate support and assistance to the SANParks team when required.
  - Telephone assistance should be made available during office hours with regard to account enquiries.
  - Feedback report on technical issues to be provided when requested

4.3 Handover Period

In the event that a bank is awarded the bid, the transition and handover from the incumbent bank to the successful bidder must be completed within a maximum period of six (6) months from the date of contract award or commencement. The successful bidder will be expected to work closely with the incumbent bank to ensure a smooth, orderly, and uninterrupted transition of all banking services during this period.

5. CONNECTIVITY

The bidder must clearly indicate the expected response times for each connectivity type offered, including Fibre, 3G/4G/5G, and satellite. Where the proposed connectivity response time does not meet SANParks' requirements, the bidder must demonstrate its ability to upgrade, optimise, or otherwise improve the connectivity service to achieve the required response time.

6. INNOVATION AND DIGITAL TRANSFORMATION

The bidder must demonstrate its ability to support SANParks' digital transformation journey throughout the contract period and provide access to emerging banking technologies and innovations as they become available.

The bidder must:

- Continuously introduce improvements to banking products and services.
- Provide annual innovation roadmaps.
- Present future technology developments applicable to SANParks.
- Identify opportunities to improve revenue collection, donor funding and operational efficiency.
- Conduct annual innovation workshops with SANParks.
- Provide recommendations on emerging banking trends.

6.1 The bidder must also indicate current and planned use to assist SANParks with the following, this can be inclusive of Artificial Intelligence as well:

- Fraud detection.
- Transaction monitoring.
- Customer service.
- Reporting.
- Cash forecasting.
- Reconciliation automation.
- Risk monitoring.
- Cybersecurity monitoring.

The bidder should provide annual updates on AI-driven services that may benefit SANParks.

7. CYBERSECURITY GOVERNANCE

The bidder must demonstrate its cybersecurity framework, including:

- multi-factor authentication,
- encryption of data in transit ,
- 24/7 security monitoring,
- cyber incident response capabilities,
- fraud prevention controls,
- business continuity and disaster recovery measures,
- and compliance with applicable legislation and recognised information security standards such as ISO 27001 and POPIA .

8. CONSERVATION FINANCE AND VALUE CREATION

The appointed bidder must be able to demonstrate how it will assist SANParks with its financial expertise that will support SANParks Mandate and may include:

- conservation and biodiversity finance
- green or sustainability-linked finance
- blended finance,
- investor and co-funder partnerships,
- loyalty and rewards programmes,
- transaction-linked contributions and other funding solutions**.**

The bidder must also demonstrate capability to design, implement and support secure, user-friendly digital payment solutions enabling visitors, donors and other stakeholders to

make voluntary contributions to SANParks from different banks. Examples: QR code-enabled donation solutions; contactless devices at receptions, camps, gates and shops

9. STRATEGIC PARTNERSHIP WITH SANPARKS

The bidder should demonstrate its ability and willingness to establish a strategic partnership with SANParks that extends beyond the provision of banking services. This should focus on long-term strategic collaboration, shared value creation, innovation, sustainability, transparency, inclusive socio-economic development, conservation impact and mutual benefit. The bidder should indicate how it intends to support these strategic initiatives including sponsorships of key programmes and events such as:

- Vision 2040 and the Inclusive Conservation Agenda;
- Kruger National Park Beneficiation Scheme;
- Biodiversity economy initiatives;
- Climate resilience and conservation finance;
- Community enterprise development;
- Environmental education;
- Sponsor stakeholder recognition and conservation leadership initiatives (e.g.Kudu Awards);

The bidder should provide details of its sponsorship philosophy, previous experience in supporting similar initiatives, and the types of sponsorship or partnership opportunities it would consider during the term of the contract. Any sponsorship commitments proposed will be subject to mutual agreement and the applicable governance and regulatory requirements.

10. ELECTRONICAL DATA INTERCHANGE (ICT ENVIRONMENT)

- The whole IT environment at SANParks is predominantly a Microsoft Environment. However, SANParks is in the process of procuring an ERP system and the banking services and systems provided must be able to transition and integrate into the new ERP system and platform.

- The following is being used in the environment:

Software on servers

- Virtualised environment: Microsoft Hyper-V and VMware
- Operating system (hosts) Microsoft Server 2016
- Operating system (virtual servers): Microsoft Server 2008 R2 (phased out) to MS Server 2019 (soon MS Server 2022)
- DBMS: Microsoft SQL 2012 (Phasing out) (Standard and Enterprise edition) to MS SQL 2019 (latest)
- Integration platform: Microsoft BizzTalk platform 2013 R2
- Microsoft .Net Framework where needed 3.5 to 4.6
- Microsoft Antivirus: Microsoft System Centre Endpoint Protection and Windows Defender

Software on PC's:

• Microsoft Windows 8.1 (32bit/64bit), Windows 10 (64bit)
• Microsoft Office 2013 (32bit/64bit)/MS Office 365
• Adobe Acrobat Reader DC
• Microsoft Antivirus: Microsoft System Centre Endpoint Protection
• Microsoft Internet Explorer 11/MS Edge
• Microsoft .Net 3.5 Framework where needed
• Java for Windows version 8 (latest version) – we prefer not to use Java as it is sometimes problematic

Hardware
• Servers: HP Servers (ProLiant series)
• PC's HP desktops and laptops

Connectivity/Network
• WAN – SD-WAN Architecture
• Cellphone 3G/4G APN
• LAN – HP switches
Satellite communication

The bidder must provide a fully-fledged testing environment for new technology testing. Test Merchant is needed for this purpose.

SPECIAL CONDITIONS

SERVICE REQUIREMENTS

- Service provider will act in good faith in conducting and providing services for the duration of the contract.
- The Service Provider will provide full services as required in duration of contract period.
- The Service Provider needs to be reputable with a track record of dealing with large clients.
- SANParks shall be entitled to use the findings of customer satisfaction surveys, spot-checks and audit reports or complaints to determine the level of compliance by the service provider with regard to the service standards and responsibilities stipulated in this document.
- Should SANParks at any time believe that any member of the service provider's personnel is failing to comply with their operational requirements as described in this document, such person may be denied access by SANParks to the relevant premises and the service provider will be required to replace such person without delay.
- The bidder must ensure that there is a fully operation bank branch at the Skukuza Camp and must include a Bureau de exchange facility.
- The bidder must also ensure that there is a fully operating bank branch as listed in the towns in close proximity to the parks. However, if not the bank must be able to offer smart boxes or CIT services in that Park.

INDEMNITY

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, SANParks, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, or any failure by the Service Provider to perform or provide the Services in accordance with the provisions of this Contract.

ASSIGNMENT AND SUB-CONTRACTING

The service provider must inform SANParks in advance if they wish to assign or subcontract any part of the order.

RESPONSIBILITY OF SANPARKS

Give indication of unsatisfactory performance to the attention of the company's management for improvement and expect feedback on how such unsatisfactory performance or bad behaviour will be prevented for future occurrences

SANParks will allocate staff for Banking Management.

RESPONSIBILITY OF SERVICE PROVIDER

Keeps the record of services rendered for audit related purpose.

TERMINATION OF SERVICE

Apart 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 60 days' notice is given to the other party.

OCCUPATIONAL HEALTH AND SAFETY

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

DETAILED PRICING – SBD 3.2 Non-Firm Pricing

Item #	Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1.											
2.											
3.											
4.											
5.											
6.											
	Total Price (Excluding VAT at 15%)	**R**									
	VAT at 15%	**R**									
	TOTAL PRICE (INCLUDING VAT)	**R**									

TOTAL BID PRICE FOR A PERIOD OF TEN (10) YEARS (VAT Inclusive):

R……

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 interest1 in the enterprise,

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

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

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

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……..

……..

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure.

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

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

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

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

ANNEXURE B

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R50,000,000.00 (all applicable taxes included) and

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The 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:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim with 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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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 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, the 90/10 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, the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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 claimed (90/10 system) (To be completed by the tenderer)**
Enterprises with B-BBEE Procurement Recognition Level 1(one) – 4 (four).	Level 1 and 2 = 10 Points Level 3 and 4 = 5 points Level 5 and up = 0 Points	
Total	**10**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

ϒ Non-Profit Company
ϒ State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

ANNEXURE C

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ……. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Specific Goal/s

   (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 fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……..……..
accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOAL TOTAL POINTS CLAIMED

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ….……

2 …..……

DATE:……..

ANNEXURE D

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

	1.21. "**Purchaser**" means the organization purchasing the goods. 1.22. "**Republic**" means the Republic of South Africa. 1.23. "**SCC**" means the Special Conditions of Contract. 1.24. "**Services**" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25. "**Written**" or "**in writing**" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	2. **Application**
	2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works. 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	3. **General**
	3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	4. **Standards**
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	5. **Use of contract documents and information**
	5.1. The supplier shall not disclose, without the purchaser's prior written

	consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance. 5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC6	6. **Patent rights**
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	7. **Performance security**
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2 a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and

		returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC8	8. **Inspections, tests and analyses**	
	8.1.	All pre-bidding testing will be for the account of the bidder.
	8.2.	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
	8.3.	If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4.	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	8.5.	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
	8.6.	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
	8.7.	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
	8.8.	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

GCC9	9. **Packing**
	9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	10. **Delivery and Documentation**
	10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier. 10.2. Documents submitted by the supplier are specified in SCC.
GCC11	11. **Insurance**
	11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	12. **Transportation**
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	13. **Incidental services**
	13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

	13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	14. **Spare parts**
	14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2. In the event of termination of production of the spare parts: 14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	15. **Warranty**
	15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

	15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	16. **Payment**
	16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4. Payment will be made in Rand unless otherwise stipulated in SCC
GCC17	17. **Prices**
	17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	18. **Contract amendment**
	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC19	19. **Assignment**
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	20. **Subcontract**

	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	21. **Delays in supplier's performance**
	21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	22. **Penalties**
	22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in

		the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	23. **Termination for default**	
	23.1.	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
	23.1.1.	If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
	23.1.2.	If the Supplier fails to perform any other obligation(s) under the contract; or
	23.1.3.	If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
	23.2.	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
	23.3.	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
	23.4.	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
	23.5.	Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned

	person, is or was in the opinion of the Accounting Officer / Authority actively associated. 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1. The name and address of the supplier and / or person restricted by the purchaser; 23.6.2. The date of commencement of the restriction 23.6.3. The period of restriction; and 23.6.4. The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	24. **Anti-dumping and countervailing duties and rights**
	24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	25. **Force Majeure**

	25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
GCC26	26. **Termination for insolvency**
	26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	27. **Settlement of disputes**
	27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5. Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. The purchaser shall pay the supplier any monies due the supplier.
GCC28	28. **Limitation of liability**

	28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	29. **Governing language**
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	30. **Applicable law**
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	31. **Notices**
	31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	32. **Taxes and duties**
	32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the SANParks must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

	Revenue Services
GCC33	**33. National Industrial Participation Programme**
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	**34. Prohibition of restrictive practices**
	34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
	Contracted Party Due Diligence SANParks reserves the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.
	Jigs, Tools, and Templates, where applicable Unless otherwise agreed, all jigs, tools, templates, and similar equipment necessary for the execution of this contract is property of SANParks, if SANParks has paid for these. On completion or cancellation of the contract, the contractor delivers all SANParks property to SANParks premises, properly marked with the contract and the relevant code number as supplied by SANParks.
	Copyright and Intellectual Property All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contributing party to this contract and/or the contracted discloses the same to SANParks at the commencement of this contract. The contracted supplier grants SANParks a fully paid up, irrevocable, non-exclusive, and transferable licence to use its background intellectual property including the right to sub-licence to third parties in perpetuity and to the extent that SANParks requires for the exploitation of the contract intellectual property and to enable SANParks to obtain the full benefit of the contract intellectual property.

	The parties agree that all right, title, and interest in the contract intellectual property rightly invests in SANParks and to give effect to the foregoing: (a) The contracted supplier hereby assigns all rights, titles, and interests in and to the contract intellectual property that it may own to SANParks and SANParks hereby accepts such assignment, and (b) The contracted supplier undertakes to assign in writing to SANParks all contract intellectual property and which may invest in the contracted supplier. The contracted supplier shall keep the contract intellectual property confidential and shall fulfil its confidentiality obligations as set out in this document. The contracted supplier shall assist SANParks in obtaining statutory protection for the contract intellectual property at the expense of SANParks wherever SANParks may choose to obtain such protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of the contract intellectual property to SANParks, or as SANParks may direct, and to support SANParks, or its nominee, in the prosecution and enforcement thereof in any country in the world. The contracted supplier hereby irrevocably appoints SANParks to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that SANParks, in its absolute discretion, requires in order to give effect to the terms of this clause. The rights and obligations set out in this clause shall service termination of this contract indefinitely.
	Confidentiality The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with SANParks and after termination of its involvement with SANParks, the recipient shall not: (a) Disclose the confidential information, directly or indirectly, to any person or entity, without SANParks' prior written consent. (b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or (c) Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract. The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to (a) Disclose the confidential information to any third party, or (b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract, The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party. The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

	(a) Was independently developed by the recipient prior to its involvement with SANParks or in the possession of the recipient prior to its involvement with SANParks; (b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient; (c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from SANParks, or (d) Is required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform SANParks of such requirement prior to any disclosure. The recipient shall within one (1) month of receipt of a written request from SANParks to do so, return to SANParks all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to: (a) All written disclosures received from SANParks; (b) All written transcripts of confidential information disclosed verbally by the SANParks; and (c) All material embodiments of the contract intellectual property. The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein. Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licenses or relationships by furnishing of confidential information by either party pursuant to this contract.