ANNEXURE A

CONDITIONS OF SALE

In terms of Section 55(2) (b) of the Protected Areas Act 57 of 2003, South African National Parks, in managing national parks, is mandated to sell, exchange or donate any animal, plant or other organism occurring in a park, or purchase, exchange or otherwise acquire any indigenous species which it may consider desirable to reintroduce in a specific park.

SALE OF BONTEBOK
VELD TO VELD
BONTEBOK NATIONAL PARK
March 2017

You are hereby invited to submit a bid for the purchase of bontebok from the Bontebok National Park from veld to veld subject to the following conditions:

CONDITIONS OF SALE

1. CONDUCT OF SALE

1.1 Each bidder shall be bound by the terms of these conditions.

1.2 The bid is conducted subject to these Conditions of Sale, and further subject to all specific stipulations formally announced by SANParks, either at the commencement of or during the bidding process. Each bidder shall be bound by the terms of these Conditions, which shall form the
basis of the bargaining carried on between SANParks and the bidders, and shall also govern the terms of each sale so concluded.

1.3 SANParks (as owner) ultimately reserves the right to decline to sell to the highest or any bidder, and to sell the animals on such terms and conditions as acceptable to SANParks. SANParks may without assigning a reason, reject any bid. SANParks shall also be entitled without assigning any reason to fix a minimum bid for acceptance, and to refuse any bid which is less than such a minimum bid.

1.4 All bidders are required to register with SANParks as potential bidders and shall be required to furnish a valid Tax Clearance certificate together with their names, ID number/Registration number, legal status, selected physical address and other general information required by SANParks. SANParks reserves the right to refuse registration of any potential bidder.

1.5 A sale of animals will only be valid and binding on SANParks upon the potential bidder and SANParks concluding a written sale agreement for the sale of all or some of the animals on terms and conditions acceptable to SANParks.

1.6 SANParks shall have the right to withdraw all or any group of animals from the bidding process at any time before a valid sale agreement in respect of all or any of such animals has been concluded.

1.7 All risk in and to an animal transfers from SANParks to the bidder immediately upon such animal being loaded onto the transportation vehicle. Bidders are advised to avail themselves of insurance facilities available. Upon such animal being loaded onto the transportation vehicle, the animal will be deemed to have been delivered to the bidder by SANParks.

1.8 Ownership of the animal shall only pass from SANParks to the bidder upon delivery of such animal to the bidder having occurred as provided for in clause 1.7 and the bidder having paid the full purchase price of such animal.

1.9 SANParks shall be under no obligation to deliver any animal unless and until SANParks is satisfied that the purchase price for such animal has been paid.

1.10 All bidders must adhere to all applicable national and provincial legislation, regulations and guidelines that may apply to the sale, transport, delivery and subsequent possession, management and use of the animals.
1.11 As such, all bidders shall be obliged to comply with the provisions of the National Environmental Management: Biodiversity Act no 10 of 2004 (the NEMBA) as well as the Animal Disease Act (Act 35 of 1984) and to comply with all applicable provincial legislation and to apply for and be in possession of all permits as may be required under the said national and provincial legislation, regulations and guidelines as may lawfully apply to the sale of the animals under these conditions of sale.

2. PAYMENT OF PURCHASE PRICE

2.1 The successful bidder will effect payment in cash or per electronic transfer on acceptance of the bid by South African National Parks. All prices shall be quoted in South African currency.

2.2 Payment is to be made to:

SOUTH AFRICAN NATIONAL PARKS
FIRST NATIONAL BANK
BRANCH NO: 253 145
TYPE: CURRENT
ACCOUNT NO: 6210-847-3828

2.3 Value Added Tax (VAT) at the rate applicable on the agreed payment date shall be calculated on the bid price.

2.4 Bidders from outside the Republic of South Africa must pay VAT to SANParks. Customs authorities at the exit border can refund the VAT amount.

2.5 In the event of the bidder failing to pay the full purchase price on due date or any transport costs or other costs due by the bidder on due date, the bidder shall pay interest at 6% (SIX PERCENT) per annum above the prime publishing lending rate as being charged by First National Bank on the overdraft to prime corporate customers calculated from the date on which the payment is due, to date of actual payment.

2.6 Payment for the transport of the animals, if applicable in terms of paragraph 8.2 will be due on the day of delivery by a bank guaranteed cheque made out to SANParks. (R 35, 00 per loaded kilometre for each vehicle.)

3. WARRANTIES AND REPRESENTATIONS EXCLUDED

3.1 The bidder shall be deemed to have fully inspected the animals and to have acquainted himself with its condition, nature and quality, and to have approved the animals in its then condition.
3.2 SANParks does not give any warranty against defect about any of the animals, be it patent or latent, and the animal is sold voetstoots, as it stands. Bidders must satisfy themselves prior to the Sale, as to the condition of each animal and should exercise and rely on their own judgment as to whether animal accords with its description or not.

3.3 SANParks does not give any warranty, guarantee or undertaking of any nature, nor does it make any representation or inducement whatsoever in regards to the animals generally, nor as to its type, age, fitness, suitability for any particular location or breeding plan, nor in respect of its health, condition, physical capability to adapt to any particular environment or eco-system (whether or not that particular purpose is or could be deemed to be known to SANParks) other than any warranty or guarantee that may have been expressly given in writing by SANParks under the signature of SANParks. SANParks shall be deemed unaware of any particular purpose for which the animals or any progeny (if any) there from is required by the bidder.

3.4 The bidder hereby indemnifies SANParks and holds it harmless against any claim brought against SANParks by any third party arising out of the unsuitability or inadequacy of the animals purchased by the bidder, SANParks being free of all liability.

3.5 These Conditions of Sale are the complete and final record of the terms of the sale and unless any warranties, undertakings or representations are set out herein, they are excluded.

4. FOREIGN BIDDERS

4.1 Foreign bidders should note that import permits are not automatically granted by receiving countries. Therefore, the bidder must obtain the necessary CITES permits and clearances before transportation of any wildlife.

4.2 Foreign bidders must make arrangements regarding payment well in advance of the final date of the bid.

4.3 Foreign bidders should avail themselves of the insurance facilities in the Republic of South Africa, as the risk passes to such a bidder upon the loading of the animal onto the transportation vehicle.

5. LIABILITIES AND INDEMNITY

5.1 All risk in and to an animal passes from SANParks to the bidder immediately upon SANParks having completed the loading of such animal onto the bidder’s transportation vehicle.
5.2 SANParks shall not be responsible for any claim, loss or damage whatsoever arising subsequent to an animal being loaded onto a transportation vehicle of the bidder or from any failure by any bidder to make proper provision for the holding, maintenance and care of the animal subsequent to this having been loaded on the transportation vehicle as it will be the responsibility of the bidder and the bidder hereby indemnifies SANParks and holds it harmless against any claim in this regard.

5.3 SANParks will accept liability for any damages, injuries or loss of animals or other assets or people arising from the transportation of the animals by SANParks in terms of clause 8.2.

5.4 All risk in respect of any of the animals transported by SANParks in terms of clause 8.2 shall pass to the bidder upon such animals having been off-loaded at the location agreed with the bidder.

5.5 SANParks shall not be responsible for any claim, loss or damage whatsoever arising after the wildlife transported by SANParks in terms of clause 8.2 have been off-loaded at the location agreed with the bidder and the bidder hereby indemnifies SANParks and holds it harmless against any claim in this regard.

6. CLAIMS

6.1 A bidder shall not be entitled to set off against the purchase price any claim he may have against SANParks.

6.2 Animals dying after their loading onto the transportation vehicle of the bidder will neither be replaced, nor will the bidder be refunded the costs of such dead animals, unless SANParks in its sole discretion should otherwise decide. Any decision of SANParks in this regard shall be final and binding on the bidder.

6.3 Should the bidder intend making any claim against SANParks for the death, loss or injury to any animal, then such claim shall be supported by a independent (other than the transport Veterinarian) Veterinarian Certificate, obtained at the instance and cost of the bidder, which certificate shall detail the nature and type of injury, and shall specify the probable cause of death or injury, which certificate shall be furnished to SANParks within 30 (THIRTY) days of the date of the claim arising, failing which any claims or rights which the bidder may have shall lapse. All costs incurred in obtaining such a certificate shall be borne by the bidder.

6.4 In the event that the bidder claims for the replacement of any animal purchased following the death of such animal, SANParks may decide to reimburse the bidder with the purchase price paid or to replace the animal or is ordered to do so by any competent authority, in which event the bidder shall be responsible for the capture, holding, transportation and veterinary costs relating to
the replacement animal.

7. PERMITS

7.1 The successful bidder will be responsible for obtaining all the required NEMBA, TOPS, CITES, transport, export, import, transit and veterinary permits and other requirements prescribed by the different nature conservation authorities of the provinces, veterinary authorities and importing countries as per applicable in terms of paragraph 4.1.

CITES Exporting Authority in RSA is:

Department of Conservation and Agriculture - Nature Conservation
P.O. Box 8769, Johannesburg, 2000, RSA (Gauteng Province)
Phone: (011) 355 1207  Fax: (011) 355 1239

7.2 Quarantine is not required if the final destination is within the boundaries of the RSA. The South African veterinary authorities require no quarantine period unless so specified by the importing country in the import permit.

7.3 Veterinary health certificates can be obtained from the State Veterinarian, upon request.

8. TRANSPORTATION AND DELIVERY

8.1 Any animal confined in a boma after the loading of such animal onto a transportation vehicle, whether at the bidder’s request or for any other reason, shall be so confined entirely at the bidder’s risk and expense.

8.2 SANParks may agree with a bidder in writing to transport the animals to their destination within the RSA as indicated by the bidder and at the cost of the bidder. Regarding an animal travelling internationally a bidder may indicate the port of departure as its destination within the RSA. The cost of transportation by SANParks shall be R 35, 00 per loaded kilometre for each vehicle. Transport routes will be determined by SANParks at its own discretion in the interest of effective delivery.

8.3 Unless otherwise agreed in terms of paragraph 8.2 the bidder shall at all time carry all risks associated with the transport of the animals by whomsoever and shall be responsible for all costs to be incurred in this regard. The bidder shall also be responsible to ensure that the animals are transported in vehicles and in containers and in a manner approved by SANParks.
8.4 Where SANParks has undertaken the delivery of the animals in terms of clause 8.2, the bidder shall be notified of the expected date of delivery of his consignment of animals at least 2 days in advance.

8.5 The bidder should inspect and count his purchases, sign and record any comment on the delivery note before off-loading will take place.

9. JURISDICTION

9.1 The bidder shall accept the jurisdiction of the magistrate’s court.

9.2 This contract shall be construed in accordance with the law of the RSA and any dispute regarding the contract shall be settled in the law courts of the RSA.

9.3 The address in the RSA specified in the Form of the Sale shall be the domicilium citandi et executandi of the bidder.

10. INFORMATION

10.1 Should any further information be required, the following persons can be contacted:

Supply Chain Queries:
Ntsatsi Elisa Makwa 012 426 5260 elisa.makwa@sanparks.org

11. NEGOTIATIONS

11.1 SANParks reserves the right to negotiate any part of the bid with any bidder before awarding the contract.

12. CESSION

12.1 The bidder shall not be entitled to transfer, assign or cede this contract to any other person without the written consent of SANParks and on such conditions as it may approve.

13. ACCEPTANCE OF BIDS

13.1 The decision to accept any bid will rest with SANParks.

14. FAILURE TO EXECUTE A CONTRACT

14.1 Should a successful bidder fail to comply with any of the terms and conditions of the Offer document or of these conditions of sale, he shall pay all additional expenses which SANParks may
have to incur in calling for fresh bids or pay the difference between his bid and a less favourable bid subsequently accepted by SANParks. The successful bidder will also in this instance be liable for all damages as may be suffered by SANParks as a result thereof. This includes but is not limited to demurrage fees accrued before cancellation notification to SANParks.