THE iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR PROPOSAL (RFP) APPOINTMENT OF PANEL FOR ACCREDITED AND NON-ACCREDITED TRAINING SERVICES FOR A PERIOD OF THREE YEARS TO ISIMANGALISO WETLAND PARK AUTHORITY

[RFP NUMBER: [11/2026]

Date Issued: [23 November 2026]

Closing date and time: [15 December 2026 at 12H00pm]

TENDER BOX ADDRESS:

ADDRESS: The iSimangaliso Wetland Park Authority
The Dredger Harbour
McKenzie Street
St Lucia Estuary
Dukuduku
3936
(Approximately 25km from the town of Mtubatuba)

List of Courses to be Implemented (bidder must tick only one course per submission, should the bidder wish to submit more than one courses they must submit a separate document). Ticking more than one course in the same document will result to disqualification.

The purpose of this Request for Proposal is to invite experienced accredited service providers to submit proposals on the provision of accredited and non-accredited skills development programmes for the benefit of iSimangaliso employees and beneficiaries. The successful service provider will be required to facilitate and provide certification for the following skills development programmes.

Bidder is required to tick on the relevant unit standard they are bidding for on a table below:

No.	Training Programme	Accredited	Unit Standard	Tick the relevant Unit standard
1.	Basic Fire Fighting	Yes	117082	
2.	Coaching and Mentoring	Yes	114215	
3.	COIDA	Yes	117155	
4.	Database Management	Yes	7569	
5.	Ethics Management Training	Yes	252042	
6.	Finance Training for Non-finance Managers	Yes	242810	
7.	Fire Awareness	Yes	117079	
8.	First Aid Level 1	Yes	119567	
9.	First Aid Level 2	Yes	120496	
10.	Forestry Map Reading	Yes	117085, 376900	
11.	Health and Safety Level 1	Yes	123137	
12.	Health and Safety Level 2	Yes	117049	

13.	Herbicide Applicator	Yes	123134,123238, 117966	
14.	Microsoft Excel (Advanced)	Yes	258876	
15.	Microsoft Excel Basic	Yes	116937	
16.	Minute Taking	Yes	13934	
17.	Occupational Health and Safety (OHS) Training	Yes	259639	
18.	Pest Control Management	Yes	242966	
19.	Pest Control Operator's Course	Yes	57830, 257155, 252435	
20.	Plant Identification	Yes	119709	
21.	Professional Writing Skills	Yes	12153	
22.	Project Management short course	Yes	120372	
23.	Public Speaking and Presentation Skills	Yes	242840	
24.	Report Writing	Yes	12153	
25.	Risk Management	Yes	14995	
26.	SHE Representative	Yes	259619	
27.	Snakes Awareness	No		
28.	Supervisory and Management Skills	Yes	113845	

29.	Supply Chain Management Training	Yes	119345	
30.	Workplace Professionalism, Image and Etiquette training,	Yes	114959	

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1. INTRODUCTION

The iSimangaliso Wetland Park was proclaimed a World Heritage Site by regulation published in the Government Gazette under notice number 4477 on 24 November 2000. The Park stretches across open seas, reefs, beaches, forests, savannahs, lakes, rivers and mountains to include all the natural wonders that have drawn travellers and explorers to Africa for centuries. It is approximately 332 000 hectares in size. The Indian Ocean forms the eastern boundary of the Park, which extends from the Mozambican border in the north, to Maphelane in the south and includes the uMkhuze section in the west. The Park traverses approximately one third of the KwaZulu-Natal coastline.

1.1 Legal, Regulatory & Institutional Framework

The Park is under the control of the iSimangaliso Authority. The iSimangaliso Authority reports to the Minister and is mandated to implement the policies and principles of the World Heritage Convention, the Act and the NEMPAA. The iSimangaliso Authority is listed as a Schedule 3a Public Entity under the PFMA and is the protected area manager in terms of the NEMPAA.

The iSimangaliso Authority has entered into a Management Agreement with Ezemvelo, its day-to-day conservation manager. There are some 93 pieces of national legislation, regulations and policies, and international conventions regulating environment in the Park. Key legislation pertaining to this project is the National Environmental Management Act: Integrated Coastal Management Act, 2008 (Act No 24 of 2008), National Forest Act, 1998 (Act No 84 of 1998, National Water Act, 1998 (Act No 36 of 1998), National Environmental Management Act, 2008 (Act No 59 of 2008).

1.2 Integrated Management Plan

The iSimangaliso Authority manages the Park in accordance with an IMP. The IMP provides a framework for conservation, tourism and zonation of activities allowed in the Park. Specific Park Rules and directives are also issued from time to time by the iSimangaliso Authority.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

2.1 The purpose is to request proposals from suitable service provider to undergo various training every year in order to equip them with the relevent information and skills that they need in order to perfom their duties better. Therefore iSimangaliso wishes to appoint a panel of service providers to conduct a number of accredited trainings required every as per yearly training matrix developed by the Department of Forestry,Fisheries and the Environment in partnership with iSimangaliso Wetland Park Authority

3. DEFINITIONS

Bid	a Bid submitted in terms of this RFP;
Bidder	a person or persons or a special-purpose entity formed to represent individuals, groups of individuals or organisations who submit(s) a Bid in terms of this RFP;
CPI	the indices for consumer prices published from time to time by Statistics South Africa applicable to each of the twelve-month periods commencing at the commencement date of the Service Agreement and on each subsequent anniversary of it;
IMP	the Integrated Management Plan prepared in terms of the Act applicable to the Park;
iSimangaliso	the iSimangaliso Wetland Park Authority established by the Minister in terms of Government Notice 4477 dated 24 November 2000;
RFP	this request for proposals;
Service	the service to be provided by the Service Provider.
Service Agreement	the contract to be entered between the iSimangaliso Authority and the Service Provider.
Service Fee	the fee payable by the iSimangaliso Authority to the Service Provider for performing the Services;
Service Provider	the successful Bidder;
EXCO	Executive Committee
PPP	Public Private Partnership

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

4.1.1 Bidder(s) must be compliant when submitting a proposal to iSimangaliso and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

4.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4.1.3 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

4.1.4 iSimangaliso reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

4.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

4.1.6 iSimangaliso reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to iSimangaliso, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

4.2 Procurement Legislation

4.2.1 iSimangaliso has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999),

4.2.2 The Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3 Technical Legislation/or Standards

4.3.1 Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services. The tender will be conducted in accordance with the terms of this RFP and the laws of the Republic of South Africa.

5. TIMELINE OF THE BID PROCESS

5.1 The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal / website / Tender Bulletin	23 November 2026
Written questions of clarification – closing date	08 December 2026
Bid submission closing date	15 December 2026 at 12:00 precisely **(Bidders will not be permitted to submit their proposal after the set time)** **Bidders are invited to attend a public opening of tender same day.**

All dates and times in this bid are South African standard time. Any time or date in this bid is subject to change at iSimangaliso's discretion. The establishment of a time or date in this bid does not create an obligation on the part of iSimangaliso to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if iSimangaliso extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline

6. CONTACT AND COMMUNICATION

6.1 A nominated official of the bidder(s) can make enquiries via email: bids@iSimangaliso.com . No telephonic queries will be entertained.

6.2 The delegated office of iSimangaliso may communicate with Bidder(s) where clarity is sought in the bid proposal.

6.3 Any communication to an official or a person acting in an advisory capacity for iSimangaliso in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

6.4 All communication between the Bidder(s) and iSimangaliso must be done in writing.

6.5 Whilst all due care has been taken in connection with the preparation of this bid, iSimangaliso makes no representations or warranties that the content of the bid or any information

communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate,

6.6 current or complete. iSimangaliso, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

6.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by iSimangaliso (other than minor clerical matters), the Bidder(s) must promptly notify iSimangaliso in writing of such discrepancy, ambiguity, error or inconsistency in order to afford iSimangaliso an opportunity to consider what corrective action is necessary (if any).

6.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by iSimangaliso will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

6.9 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other

6.10 such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

7. LATE BIDS

7.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

8. COUNTER CONDITIONS

8.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All copyright and intellectual property rights that may result as consequences of the work to be performed will be become the property of iSimangaliso

9.2 Service Providers must hand over all documents and information in any format, including copies thereof, that it received from iSimangaliso or that it had access to during the assignment immediately after completion of the assignments to iSimangaliso.

9.2.1 Service providers shall deliver to iSimangaliso, on completion of an assignment, any security devices, passwords or protective mechanisms to the soft versions of documents that were written and ISimangaliso will have the right to amend and change these without obligation whatsoever to the service provider upon completion of the assignment.

9.3 A due diligence review may be conducted at the sole discretion of iSimangaliso at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at

bidder's offices.

9.4 iSimangaliso does not guarantee that bidders will receive instructions in the event that they are appointed as iSimangaliso service providers

9.5 All instructions to selected services provider shall be given, in writing, by a duly authorised representative of iSimangaliso

9.6 iSimangaliso promotes local production and content and for purposes of this RFP ISimangaliso reserves the right to only consider South African Based service providers for appointment under this RFP. .

9.7 The service provider may not cede or assign any part of its agreement with iSimangaliso nor subcontract any part of the work assigned to them without the prior written authorisation of iSimangaliso.

9.8 Failure to comply with any condition of this request for a proposal will invalidate respective tender proposal.

9.9 Regular monthly written feedback must be given to the Technical Manager: or his/her nominee on all matters, including employment law matters, received from the ISimangaliso with the

10. SUBMISSION OF PROPOSALS

10.1 Bid documents must be placed in the tender box. Bid documents will only be considered if received by iSimangaliso before the closing date and time, regardless of the method used to send or deliver such documents to iSimangaliso

Note: Bidders are requested to initial each page of the tender document on the bottom righthand corner.

11. PRESENTATION / DEMONSTRATION

11.1 iSimangaliso reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

12. DURATION OF THE CONTRACT

12.1 The successful bidder will be appointed for a period of thirty six (36) months.

13. SCOPE OF WORK

PURPOSE

13.1 The beneficiaries of the Natural Resource Management programmes (Working for Water and Working for Wetlands) and iSimangaliso Staff undergo various trainings every year in order to equip them with the relevant information and skills that is required to perform their duties. Therefore iSimangaliso wishes to appoint a panel of service providers to conduct a number of accredited trainings required every year as per yearly training matrix developed by the

Department of Forestry, Fisheries and the Environment in partnership with iSimangaliso Wetland Park Authority.

Terms of Reference

Design and implement a training programme proposal for the following courses per given skills programme ID & unit standards in line with the attached scope of work outline.

A brief training content of every course should be provided and must include but not be limited to the following:

- Be in line with the skills programme ID / unit standard given per course.
- Be participatory and appropriate for adult learning
- Be simple, easy to read and easy to understand.
- Be in line with the protected areas act.
- Information provided should be updated as possible.
- Visual aids should also be used on material.
- Course price per person (including meals and VAT).
- Name of Facilitator/s and their qualifications

Approach and Methodology

- The Service provider will be informed about the proposed dates to conduct trainings as recommended by the project coordinators in line with the availability of participants / project beneficiaries and be asked to confirm their availability.
- A period of minimum a week (five working days) will be given to service provider to make preparations and necessary planning for trainings.
- Beneficiaries will be trained from various areas neighboring and inside the park.
- The service provider may be required to conduct training at various venues simultaneously, which may result in multiple facilitators deployed at the same time.
- The service provider is responsible for organizing their own transport and accommodation for their facilitators whenever required, such costs must be included when determining the course price.
- All training sessions must allow interval breaks and lunch to be served at the end of the each session, the service provider is responsible for organizing lunch and refreshments and claim the costs on the invoice.
- Each participant must receive a course pack/manual and a copy for each course and must be submitted to iSimangaliso as Portfolio of Evidence (POE) together with the invoice.
- Photographic evidence must also be captured during the course and be included in the report as POE.
- The service provider is responsible for ensuring that all participants sign the NRM attendance register inform iSimangaliso team if there are any missing participants scheduled to attend.
- The service provider is also responsible for reporting timeously any challenge that may be encountered in the training session which might impact on the implementation of training.
- The service provider must have portable printers during the training, to be able to make copies of IDs and registers whenever needed.

Reporting

The following is expected from the service provider as part of training report:

- Signed NRM Original Attendance Registers
- Confirmation letters of Learners declared competent (to iSimangaliso & to DFFE)
- Database of learners and copy of IDs
- Certificates of Attendance & List of Learners to Receive Accredited Certificates & Estimated date.
- Narrative Training Report with Pictures
- Training Invoice & Statement
- Any other additional information that may be required by iSimangaliso or DFFE

MINIMUN REQUIREMENTS FOR SERVICE PROVIDER

The appointed service provider should meet the following minimum requirements:

- Accreditation with the relevant unit standard.
- Extensive experience in the provision of accredited trainings quoted for & experience in using Learner Management Information System.
- Demonstrated experience of offering courses that are part of FP& M Seta Skills programmes, units standards and in line with the National Qualifications Framework.
- Service provider's team must consist of accredited and qualified facilitators, moderators and assessors (attach certified qualifications and curriculum vitae).
- Ability to design a training programme with clear methodology, assessment & outcomes and track record of report writing.
- Capacity to deliver training for large number of people at the same time/enough facilitators and resources to meet the requirements of iSimangaliso Working for Water and Working for Wetlands Projects.
- Knowledge about iSimangaliso Wetland Park and it surrounding areas where beneficiaries will be located for training, previous work with iSimangaliso will serve as an advantage.
- Knowledge about DFFE, Natural Resource Management Programmes (Working for Water and Working for Wetlands), previous work with them will serve as an advantage.
- The service provider must have financial capacity/ enough funds to run the training programme effectively without pressure for immediate payments after issuing the invoice.

LOCATION

- These projects are based in areas around iSimangaliso Wetland Park, South Africa.
  The service provider/s may prepare the programme at their office but the actual training will be conducted in the venues proposed by the iSimangaliso Wetland Park Authority.

DURATION

- An appointment of a panel of service providers for a period of three years contract , subject to review, renewable dependent on performance, budget availability and the requirements of the project and at the sole discretion of the iSimangaliso Wetland Park Authority.

14. COMPANY PROFILE

14.1 Submission of Company Profile- the company's profile shall inter alia include a short history of the similar work done, The Company profile confirming premises from which the firm conducts its business and must include information on the availability of e-mail access, telephone facilities, printing facilities, and information on support staff employed by the firm. The Company profile to also indicate: -

a. the controls in place to ensure that conflict of interest will be managed effectively and to the best interest of iSimangaliso;
b. any value-added services that the bidder may be in a position to offer iSimangaliso; and
c. How the bidder will assist iSimangaliso in achieving the objective to promote participation of Black firms and Black professionals through its services.

15. EVALUATION AND SELECTION CRITERIA

15.1 iSimangaliso has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

15.1.1 Stage 0: Pre-qualification Criteria

Without limiting the generality of iSimangaliso other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the

duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents. Disqualifications criteria if the service provider has an unappealable judgement or case against iSimangaliso Wetland Park Authority

If service provider is in errears in respect of any amounts owing to the iSimangaliso Authority

Is related to or associated with anyone who is on the boards or employed by the iSimangaliso Authority

Service provider has contravened any Park rule,directive,existing contractual agreement or environmental or dishonesty related offence

Has received any verbal warning, subsequently confirmed in writing warning in respect of its conduct in the park or had a contract with the iSimangaliso Authority terminated or cancelled for non-delivery

Table 1: Documents that must be submitted for pre-qualification of accredited service provider.

Document that must be submitted	**Non-submission may result in disqualification?**	
SBDs		All SBDs must be **fully completed,** signed and initial**led using black ink pen.**
Tax Status		Tax Pin
Service level agreement		Must be fully completed, signed and initialled.
Registration on Central Supplier Database (CSD		The Company must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit **full** registration report not summary.
Service Provider Agreement		Must be completed and signed
Submission of Company Profile		Submission of company Profile outlining years of experience, office address, and contact details.
Pricing Schedule		Submit full details of the pricing proposal, bidders are required to provide facilitator or Moderator or Assessor's rate per hour. An average rate criterion will be utilised to determine price score. (disbursements such as travel, meals and accommodation must be claimed separately as per SARS requirement with prior approval)
Company Accreditation		The provider must hold accreditation from the relevant Quality Council (such as QCTO, or CHE etc).
Key Personnel Accreditation one		Facilitator or Assessor must be accredited on the relevant unit standard.
Key personnel accreditation two.		Moderator must be accredited on the relevant unit standard.

Company Experience.		Bidder to have at least one traceable proof of previous appointments from a government institution/s. (previous appointments can be award letter, reference letter, or purchase order)

Table 1: Documents that must be submitted for Pre-qualification of a non-accredited service provider.

Document that must be submitted	**Non-submission may result in disqualification?**	
SBDs		All SBDs must be **fully completed,** signed and initial**led using black ink pen.**
Tax Status		Tax Pin
Service level agreement		Must be fully completed, signed and initialled.
Registration on Central Supplier Database (CSD		The Company must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit **full** registration report not summary.
Service Provider Agreement		Must be completed and signed
Submission of Company Profile		Submission of company Profile outlining years of experience, office address, and contact details.
Pricing Schedule		Submit full details of the pricing proposal, bidders are required to provide facilitator or Moderator or Assessor's rate per hour. An average rate criterion will be utilised to determine price score. (disbursements such as travel, meals and accommodation must be claimed separately as per SARS requirement with prior approval)
Company Accreditation		The provider must hold accreditation from the relevant Quality Council (such as QCTO, or CHE etc).
Key Personnel one		Any qualified Facilitator or Assessor.
Key personnel two.		Any qualified Moderator.
Company Experience.		Bidder to have at least one traceable proof of previous appointments from a government institution/s. (previous appointments can be award letter, reference letter, or purchase order)

15.1.2 **Stage 1: Technical Evaluation Criteria = 100 points**

- All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.
- Only Bidders that have met all the requirements in terms of compliance and completeness of the submitted proposal as per the above mandatory requirements in the Pre-Qualification Criteria in (Stage 0) will be evaluated in Stage 1 for functionality. Functionality will be evaluated as per the table below:

ACCREDITED TRAINING

No.	***EVALUATION CRITERIA***	**Weighted Average**
1.	**Proposal and methodology Approach based on the unit standard**	**40**
	Detailed Proposal and methodology with excellent understanding of the scope of work	40
	Proposal and methodology with good understanding of the scope of work	30
	Proposal and methodology with fair understanding of the scope of work	20
	Proposal and methodology with poor understanding of the scope of work	10
2.	**Bidders experience: Bidders are required submit proof of previous appointment from public sector for a course or unit standard they have ticked** (this includes award letter/reference letter/purchase order)	**60**
	Three or more proof of appointment on the relevant unit standard	60
	Two proof of appointment on the relevant unit standard	40
	One proof of appointment on the relevant unit standard	20
	TOTAL	**100**

NON-ACCREDITED TRAINING

No.	*EVALUATION CRITERIA*	Weighted Average
1.	**Proposal and methodology Approach based on the unit standard**	**40**
	Detailed Proposal and methodology with excellent understanding of the scope of work	40
	Proposal and methodology with good understanding of the scope of work	30
	Proposal and methodology with fair understanding of the scope of work	20
2.	Proposal and methodology with poor understanding of the scope of work	10
	Bidders experience: Bidders are required submit proof of previous appointment from public sector for a course or unit standard they have ticked (this includes award letter/reference letter/purchase order)	**60**
	Three or more proof of appointment (any training provided)	60
	Two proof of appointment (any training provided)	40
	One proof of appointment (any training provided)	20
	TOTAL	**100**

15.1.3 **Stage 2: Price and Special Goal Evaluation (80+20) = 100 points**

i. Only Bidders that have met the 70-point threshold in Stage 1 will be evaluated in Stage 2 for price and SG. Price and SG will be evaluated as follows:

ii. In terms of regulation 6 of the Preferential Procurement Regul12/06/2022ations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Special Goals. (maximum 20 points)

15.1.3.1 **Stage 1 – Price Evaluation (80 Points)**

Criteria	Points
Price Evaluation $Ps = 90\left(1-\frac{Pt-P\min}{P\min}\right)$	80

The following formula will be used to calculate the points for price:

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

15.1.3.2 **Stage 2 – Special Goals Evaluation (20 Points)**

- A maximum of 20 points may be allocated to a bidder with the table below:

Specific Goal Evaluation (10/20 Points)

Special goals Points allocation

- A maximum of 10/20 points may be allocated to a bidder for attaining their special goals status level of contributor in accordance with the table below:

Specific Goals Status Level of Contributor	Number of Points (80/20)	Number of Points (90/10)	Proof of Specific Goal.
Minimum 51% Black Ownership	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy
Minimum 51% Youth Ownership	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy
Minimum 51% Women Ownership	4	02	Proof of Residence or CSD or Company Registration Certificate.
Locally registered Company within King Cetshwayo and uMkhanyakude Districts Municipalities	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy

Minimum 51% Ownership by people living with disabilities	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy and Director's Medical Certificate or Medical Report.

Price Evaluation

Basis of competition:

- iSimangaliso compares each bidder's pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bids pricing requirements.
- iSimangaliso conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered.
- Due diligence tests for reasonableness of price:
  - iSimangaliso conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect defective pricing or pricing outside of the fair market-related price range, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range as tested.
  - Where the winning bidder does not want to participate in the price negotiation or provide a fair marketrelated price, iSimangaliso cancels the award and commences price negotiations with the second bidder in the price/preference ranking.
- Ranking of the bidders pricing:
  - iSimangaliso ranks the qualifying bids on price and preference points claimed in the following manner:
  - Price – for bids qualifying for this stage, the lowest priced Bid receives the highest price score as set out in the Preferential Procurement Regulations of 2022;
  - Preference - for bids qualifying for this stage, addition of the claimed preference points in the preference claim form (SBD6.1) where supported by supporting document to the price ranking scores
- Award recommendation:
  - iSimangaliso nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

Price and specific goal Evaluation (80/90+20/10) = 100 points

1. Only Bidders that have met the 70-point threshold in Stage 1 will be evaluated in Stage 2 for price and Specific Goals. Price and specific goal will be evaluated as follows:
2. In terms of regulation 6 of the Preferential Procurement Regulation pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80/90 points)

- Specific goal for the contribution (maximum 20/10 points)

16. **SERVICE PROVIDER CONTRACT**

16.1 Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- The bidder(s) accepting the terms and conditions contained in the Service Provider Contract as the minimum terms and conditions upon which iSimangaliso is prepared to enter into a contract with the successful Bidder(s).
- The bidder submitting the Service Provider Contract to iSimangaliso together with its bid, duly signed by an authorised representative of the bidder.

17. **CONTRACT PRICE ADJUSTMENT**

17.1 Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the CPI inflation.

18. **SERVICE LEVEL AGREEMENT**

18.1 Upon award iSimangaliso and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by iSimangaliso, in the format of the draft Service Level Indicators included in this tender pack.

18.2 iSimangaliso reserves the right to vary the proposed draft Service Level Indicators during negotiations with a bidder by amending or adding thereto.

18.3 **Bidder(s) are requested to:**

i. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;

ii. Explain each comment and/or amendment; and

iii. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

18.4 iSimangaliso reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to iSimangaliso or pose a risk to the organisation.

19. SPECIAL CONDITIONS OF THIS BID

19.1 iSimangaliso reserves the right:

19.1.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

19.1.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

19.1.3 To accept part of a tender rather than the whole tender.

19.1.4 To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

19.1.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

19.1.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

19.1.7 Award to multiple bidders based either on size or geographic considerations.

19.1.8 All proposed consultancy rates may not exceed the applicable rates based on the National Treasury, DPSA fees guidelines and/or any remuneration guidelines issued by the professional service organisation or regulatory bodies as may be relevant.

19.1.9 Bidders to ensure that travelling costs are based on SARs rate and or any iSimangaliso policy

20. iSIMANGALISO REQUIRES BIDDER(S) TO DECLARE

20.1 In the Bidder's Technical response, bidder(s) are required to declare the following:
Confirm that the bidder(s) is to: –

20.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of iSimangaliso;

20.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

20.1.3 Act with circumspection and treat iSimangaliso fairly in a situation of conflicting interests;

20.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

20.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with iSimangaliso;

20.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;

20.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of iSimangaliso as a client before any other consideration; and

20.1.8 To ensure that any information acquired by the bidder(s) from iSimangaliso will not be used or disclosed unless **the written consent of the client has been obtained to do so.**

21. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

21.1 iSimangaliso reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of iSimangaliso or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):

21.1.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

21.1.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any

21.1.3 unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

21.1.4 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of iSimangaliso's officers, directors, employees, advisors or other representatives;

21.1.5 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

21.1.6 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

21.1.7 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

21.1.8 has in the past engaged in any matter referred to above; or

21.1.9 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appear**ing on the List of Tender Defaulters kept at National Treasury.**

22. **MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

22.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that iSimangaliso relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

22.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by iSimangaliso against the bidder notwithstanding the conclusion of the Service Level Agreement between iSimangaliso and the bidder for the provision of the Service in question. In

the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

23. **PREPARATION COSTS**

23.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing iSimangaliso, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

24. **INDEMNITY**

24.1 If a bidder breaches the conditions of this bid and, as a result of that breach, iSimangaliso incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds iSimangaliso harmless from any and all such costs which iSimangaliso may incur and for any damages or losses iSimangaliso may suffer.

25. **PRECEDENCE**

25.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

26. **LIMITATION OF LIABILITY**

26.1 A bidder participates in this bid process entirely at its own risk and cost. iSimangaliso shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this Bid process.

27. **TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

27.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. iSimangaliso reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at

any time, that a bidder has been blacklisted with National Treasury by another government institution.

28. **GOVERNING LAW**

28.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise

28.2 out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

29. **RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

29.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that iSimangaliso allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and iSimangaliso will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

30. **CONFIDENTIALITY**

30.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with iSimangaliso's examination and evaluation of a Tender.

30.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by iSimangaliso remain proprietary to iSimangaliso and must be promptly returned to iSimangaliso upon request together with all copies, electronic versions, etxcerpts or summaries thereof or work derived there from.

30.3 Throughout this bid process and thereafter, bidder(s) must secure iSimangaliso's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

30.4 The firms of attorneys will be required to sign confidentiality and/or indemnity agreements with iSimangaliso

30.5 The bidder undertakes, at any time during the term of its appointment and after any termination or cancellation thereof, directly or indirectly disclose, or directly or indirectly use, whether for its

30.6 own benefit or that of any other person any confidential information of iSimangaliso including

that of or any information relating to its clients, customers, suppliers, donors, sponsors or agents.

31. iSIMANGALISO PROPRIETARY INFORMATION

31.1 Bidder will on their bid cover letter make declaration that they did not have access to any iSimangaliso proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

32. AVAILABILITY OF FUNDS

32.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid, iSimangaliso may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

33. SUPPLIER DUE DILIGENCE

33.1 iSimangaliso reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include but is not limited to conducting site visits at the bidder's corporate offices and requests for additional information.

33.2 The Bidder is responsible for its own due diligence investigation in connection with the Service and all matters relating to this RFP. Neither iSimangaliso nor any of its officers, employees, agents or advisers make any representation or warranty, express or implied, concerning any matter affecting.

33.3 the Service, other than the representations and undertakings of iSimangaliso Authority set out in the Service Agreement.

33.4 It is iSimangaliso objective to promote the participation of historically disadvantaged professionals through its service providers.

33.5 Bidders are requested to indicate in their proposals how they will assist iSimangaliso in achieving this objective.

34. FRONTING

34.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

34.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting,

issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with

34.3 the public sector for a period not exceeding ten years, in addition to any other remedies iSimangaliso may have against the Bidder / contractor concerned.

35. **GENERAL**

35.1 This RFP supersedes all other communications between the iSimangaliso Authority and the Bidder.

35.2 The iSimangaliso Authority reserves the right to change the timetable or otherwise amend, supplement or clarify this RFP at any time. The iSimangaliso Authority may cancel the tender at any time without prior notice for any reason whatsoever and may disqualify any Bidder as provided

35.3 for in this RFP. The iSimangaliso Authority shall not incur any liability whatsoever in exercising any rights in terms of this RFP or the laws of the Republic of South Africa.

35.4 The iSimangaliso Authority reserves the right to enter into other or additional agreements for the same, similar or dissimilar services at any stage, at its sole discretion.

36. **CORRESPONDENCE & COMMUNICATION**

36.1 All correspondence and any communication must be directed to the Official Bid Representative, via email to: bids@iSimangaliso.com. No Bidder is permitted to correspond or communicate with any member of an evaluation panel, any technical advisor or consultant to the iSimangaliso Authority or board or staff member of the iSimangaliso Authority in relation to this tender, unless prior written permission therefore has been obtained from the Official Bid Representative. Failure to adhere to this stipulation may lead to disqualification.

36.2 No verbal agreement or conversation with, nor any verbal clarification from any officer or employee of the iSimangaliso Authority or any of its advisors shall affect or modify any of the terms and conditions contained in this RFP. Only written amendments, supplements or

36.3 clarifications to this RFP by the Official Bid Representative may be relied upon as authorised. Communications sent by the Official Bid Representative to the Bidder via electronic mail shall be deemed to be communication in writing.

36.4 Correspondence contemplated above may include questions for clarification by Bidders. Such questions and the responses thereto shall thereafter be circulated to all Bidders.

36.5 In special circumstances, the Bidder may request that a question and the response thereto be treated confidentially. In such an instance, the iSimangaliso Authority, in its sole discretion, may either respond to the Bidder only, or may circulate the question and the answer to all Bidders. The onus is on the Bidder to ensure that its correspondence is received by the iSimangaliso Authority.

PART A. INVITATION TO BID SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	11-2026	CLOSING DATE:	15 December 2026	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT FOR PANEL ACCREDITED AND NON-ACCREDITED TRAINING SERVICE PROVIDER TO ISIMANGALISO WETLAND PARK AUTHORITY.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
iSimangaliso Wetland Park Authority Offices, The Dredger Harbour
St Lucia
3936, Approximately 25 KM from Mtubatuba Town
GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Bids Representative**	CONTACT PERSON	
TELEPHONE NUMBER	**035 590 1633**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	**bids@isimangaliso.com**	E-MAIL ADDRESS	

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

1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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, 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).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

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

DATE: ……

SBD 3.3

PRICING SCHEDULE

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.: DESCRIPTION BID PRICE IN RSA CURRENCY

……

**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all

expenses inclusive of all applicable taxes for the project.

R……..……...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION HOURLY RATE DAILY RATE

Facilitator or Assessor R---------- R----------

Moderator R---------- R ----------

----------R----------R ----------

----------R----------R ----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------R----------R----------

----------R----------R----------

----------R----------R----------

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	…….	……..	R……
----------	…….	……..	R……
----------	…….	……..	R……
----------	…….	…….	R……

TOTAL: R…….

** ”all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……		……..
----------	……		……..
----------	……		……..
----------	……		……..

TOTAL: R…….

6. Period required for commencement with project after acceptance of bid……..

7. Estimated man-days for completion of project……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

……

……

……

……

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1. Any person (natural or juristic) may make an offer in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

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

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

Full Name	Identity Number	Name of organ of state

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.3 Does the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder have a relationship with any person who is employed by the institution procuring the required goods or services? **YES [ ] NO [ ]**

2.3.1 If YES, complete the details of the relationship with the person employed by the institution procuring the required goods or services in table below.

Name of person in bidder	Name of person at institution	Nature of the relationship

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.4 Does the bidder or any of its directors / trustees / shareholders / members / partners have any interest[1] in any other related enterprise / company / trust, whether or not that enterprise / company / trust is bidding[2] for this requirement?
YES [ ] NO [ ]

2.4.1 If YES, complete the details of the related enterprise / company / trust in the table below:

[1] Includes ''beneficial interest'' and ''personal financial interest'' as defined in the Companies Act 71 of 2008

[2] Includes open competitive bidding / limited bidding/ requests for quotations/ requests for proposals/ unsolicited bids

Registering authority	Name of related enterprise / company / trust	Registration number	Description of interest

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid for this requirement, do hereby make the following statements, on behalf of the bidder, that I certify to be true and complete in every respect:

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

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

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

I CERTIFY THAT THE INFORMATION PROVIDED IS CORRECT.

I ACCEPT THAT THE INSTITUTION PROCURING THE REQUIRED GOODS OR SERVICES MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME, THE BIDDER AND ANY OF ITS DIRECTORS / TRUSTEES / SHAREHOLDERS /

MEMBERS / PARTNERS IF THIS DECLARATION IS FOUND TO BE FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

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

GENERAL CONDITIONS

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

the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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

To be completed by the organ of state

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

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

The applicable preference point system for this tender is the 80/20 preference point system.

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

Price; and

Specific Goals.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	**100**

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.

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

DEFINITIONS

"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;

"price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

"rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

"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

"the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Local Service Provider (Umkhanyakude District or Mfolozi Local Municipalities)	2	4	N/A	

At Least 51% Black Owned	2	4	N/A	
At Least 51% Woman Ownership	2	4	N/A	
At Least 51% Youth Ownership	2	4	N/A	
At least 51% Ownership by people living with disability.	2	4	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm…….

Company registration number: ……...

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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:

The information furnished is true and correct;

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

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;

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 –

disqualify the person from the tendering process;

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

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;

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

forward the matter for criminal prosecution, if deemed necessary.

	.....
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....

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)

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 .

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

Bidding documents, *viz*

Invitation to bid;

Proof of tax compliance status;

Pricing schedule(s);

Filled in task directive/proposal;

Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;

Bidder’s Disclosure form;

Special Conditions of Contract;

General Conditions of Contract; and

Other (specify)

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.

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

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

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 …….

2 …….

DATE: …….

SBD 7.2 CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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).

An official order indicating service delivery instructions is forthcoming.

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**	**TOTAL PREFERENCE POINTS CLAIMED**	**POINTS CLAIMED FOR EACH SPECIFIC GOAL**

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

SIGNED AT ……ON……..

NAME (PRINT) ……..

SIGNATURE ……

WITNESSES

1 ……..

SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Standard Bidding Document must form part of all bids invited.

It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-

abused the institution's supply chain management system;

committed fraud or any other improper conduct in relation to such system; or

failed to perform on any previous contract.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..	**…….**
Signature	**Date**
……	**……..**
Position	**Name of Bidder**

SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____ that:

(Name of Bidder)

I have read and I understand the contents of this Certificate;

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

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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] 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.

SBD 9

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.

…… ……

Signature Date

…… ……

Position Name of Bidder

iSIMANGALISO SERVICE PROVIDER'S AGREEMENT (SPECIAL CONDITIONS)

between the

iSimangaliso Wetland Park Authority (hereinafter referred to as "iSimangaliso")

And

_____

(hereinafter referred to as "the Service Provider")

WHEREAS iSimangaliso has entered into a contract with the Service Provider on the terms and conditions set out in this Agreement;

AND WHEREAS the Service Provider has undertaken to perform certain services/provide certain goods on behalf of iSimangaliso in terms of this Agreement;

AND WHEREAS the parties are desirous of recording in writing the terms and conditions of their Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

Expressions which denote:

1.1 any gender shall include the other genders;

1.2 a natural person shall include a juristic person and vice versa;

1.3 the singular shall include the plural and vice versa;

1.4 “Confidential Information”- shall mean all information and data of any nature, whether tangible, intangible, oral or in writing and in any format or medium, that is obtained or learned by, disclosed to or comes to the knowledge of a party by or from the other party during the course or arising out of this Agreement, by whatsoever means and which information is not readily available in the ordinary course of business to a third party including but not limited to all internal control systems, contractual and financial arrangements with iSimangaliso’s suppliers, customers, and marketing and is deemed to be the property of iSimangaliso;

1.5 "the Services" - shall mean the Services and/or Products to be provided and/or supplied by the Service Provider, and as set out in the Schedule

1.6 "the Service Period" – shall mean the timetable for the provision and/or supply of the Services as set out in the Schedule

1.7 "the Schedule" – shall mean the Schedule attached hereto, the content thereof being incorporated into the body of this Agreement

2. SERVICE PROVIDER UNDERTAKINGS

The Service Provider hereby undertakes to:

2.1 Provide and/or deliver the Services at the specified times to the stipulated specification;

2.2 Not make any representations on behalf of iSimangaliso;

2.3 Abide by Park rules and directives as amended from time to time;

2.4 Hold itself liable for any damage, as defined in the National Environmental Management Act, caused by the service provider, any invitees, collaborators, assistants or employees, and shall be liable for the cost of rehabilitation or restoration of such damage or for the mitigation measures required, as directed by iSimangaliso.

2.5 Obtain all necessary environmental and other permits and/or approvals in accordance with the Regulatory Provisions and shall comply with all conditions of any environmental or other permit or approval granted by any Relevant Authority and shall take all necessary action required under the Regulatory Provisions.

2.6 Hold itself liable to pay a penalty imposed by the Authority for failing to comply with the provisions of this contract. Penalties shall be calculated at 2% (two percent) of the fees payable within the month that the Service Provider failed to comply with the provision of this Agreement.

2.7 Not to poach any staff member of iSimangaliso during the term of this Agreement and for a period of two years after expiry or termination;

2.8 Shall ensure that no director, employee, or sub-contractor shall do anything to damage the name and reputation of iSimangaliso. If, in the reasonable opinion of iSimangaliso, the Service

Provider, any director, employee or subcontractor provider has caused iSimangaliso harm or damaged its good name or reputation iSimangaliso shall be entitled to terminate this Agreement or require the Service Provider to remove the director, employee or subcontractor provider from any further participation arising from this Agreement;

2.9 Shall replace any person assigned to this Agreement if in its discretion iSimangaliso is dissatisfied with the performance or conduct of this person;

2.10 Shall not remove or replace any person assigned to this Contract or make any changes to the scope of work or methodology or specification of the Services without the prior written permission of iSimangaliso, which may be withheld.

3. DURATION OF AGREEMENT

3.1 The agreement shall commence on the signature date and endure for a period of ____ months plus any further period at the sole discretion of iSimangaliso, but not exceeding 15%, unless terminated in terms of the Agreement or as follows:

3.2 The cancellation or termination of this Agreement shall be in accordance with paragraph 4 below.

4. TERMINATION OR CANCELLATION

4.1 Either party wishing to terminate this Agreement, either in whole or in part, must provide the other Party with at least 90 (ninety) calendar days' prior written notice signed by a duly authorised signatory

4.2 Subject to clause 4.1 of this agreement, iSimangaliso may terminate this agreement in the event that the Service Provider fails to comply with, or fails to remedy on-compliance, notwithstanding iSimangaliso's notice to the Service Provider to remedy the failure, or the terms and conditions contained in clause 2.1.

4.3 An aggrieved Party may only terminate this Agreement in terms of Clause 11 of this Agreement if the breach is material and is not capable of being remedied by payment or if it is capable of being remedied by payment, the other Party fails to make payment within 14 (fourteen) calendar days after the final determination of the amount.

5. PAYMENT OF SERVICES

5.1 iSimangaliso shall pay the Service Provider as per the agreed Schedule on presentation of original invoices after the Services have been provided and/or delivered to the satisfaction of iSimangaliso within 30 days of presentation of invoice. Interest will not accrue on late payments.

6. CESSION, ASSIGNMENT AND SUBCONTRACTING

6.1 The Service Provider shall not be entitled to cede, assign, subcontract or in any other manner whatsoever, transfer any of its rights or obligations under this Agreement to any third Party without the prior written consent of the iSimangaliso Authority.

7. LICENSES AND COPYRIGHT

7.1 The Service Provider shall be responsible for obtaining all the necessary approvals to use and publish any material owned or copyrighted by any third party in any form whether written, drawn, photographed or produced by any other means, for the purposes of the project as stipulated in this Agreement. The Service Provider shall ensure that all such approvals are maintained and renewed as and when appropriate and warrants that the use and publication of any material by it will not infringe the rights of any third person and accordingly indemnifies the Authority from any loss or damage, howsoever arising, in the event of any such infringement.

7.2 All work produced specifically for iSimangaliso under this Agreement remains the property of iSimangaliso and may not be released without prior written approval of iSimangaliso.

8. CONFIDENTIAL INFORMATION

8.1 Both parties undertake to keep all confidential information of either party confidential while this contract remains in force and for a period of 5 (five) years after it terminates for any reason;

8.2 Both parties shall not disclose any Confidential Information to any third party.

8.3 All documentation comprising Confidential Information shall be returned on expiry or termination of this Agreement.

9. FORCE MAJEURE

9.1 If either Party is prevented from, or delayed in performing any obligation under this Agreement, for any reason beyond the reasonable control of that Party, then that Party shall be excused from performing, or timeously performing that particular obligation for the duration of such prevention or delay.

9.2 Any Party so prevented or delayed, shall inform the other in writing of such prevention or delay, as soon as reasonably possible, after the circumstances causing such prevention or delay have risen.

9.3 The Parties shall do everything reasonably possible to prevent, avoid, or limit the duration, or effects of any such prevention or delay.

9.4 While any such prevention or delay continues, the Parties shall continue to comply with their obligations under this Agreement that are not affected by it, to the extent that they are able lawfully to do so.

9.5 If any such suspension or delay continues for more than 60 consecutive days, then notwithstanding any other provision of this Agreement to the contrary, either Party shall be entitled to terminate this Agreement by written notice to the other.

10. DISPUTE RESOLUTION

10.1 Any dispute between the Parties in regard to the interpretation of this Agreement; the effect of this Agreement; the Parties' respective rights and obligations under this Agreement; or a breach of any matter arising out of this Agreement, shall in the first instance, be referred to the Parties' respective representatives, who shall attempt to resolve the dispute amicably between themselves within 5 days of the dispute arising, and if the dispute is still unresolved, then, in the second instance, be referred to the CEO who shall attempt to resolve the dispute with the chief executive officer of the Service Provider who shall make himself available in St Lucia, within 10 days of the dispute arising, and if it still remains unresolved, then as a last resort, be submitted to arbitration in the manner set out in this Clause 7

10.2 The arbitration shall be held, subject to the provisions of this clause at Durban; informally; in accordance with the provisions of the Arbitration Act, 1965 (Act No. 42 of 1965), as amended; held and concluded within 21 days after it has been demanded if possible.

10.3 The arbitrator shall be, if the question in issue is primarily an accounting matter, an independent accountant agreed upon between the Parties; primarily a legal matter, a practising senior counsel of no less than 10 years' standing to be agreed between the Parties; any other matter, a suitably qualified and experienced independent person, to be agreed between the Parties.

10.4 If the Parties cannot agree upon a particular arbitrator pursuant to Clause 7.3 above, within 7 days after the arbitration has been demanded, the nomination shall be made by the president of the Attorneys Association of KwaZulu-Natal, within 7 days of the Parties having so failed to agree.

10.5 The Parties irrevocably agree that the decision in these arbitration proceedings shall be binding on them; shall be carried into effect; and may be made an order of any court of competent jurisdiction.

10.6 Pending any attempt at amicable settlement, or any award of an arbitral panel, both Parties shall continue to perform their obligations hereunder, unless agreed otherwise in writing.

10.7 The costs of arbitration shall be paid by the unsuccessful Party, irrespective of whether the iSimangaliso Authority or the Service Provider referred the matter to arbitration.

11. BREACH

11.1 Breach of this Agreement by the Service Provider shall include the following events:

11.2 if the Service Provider being an individual (or where the Service Provider is a firm, any partner in that firm) shall at any time become bankrupt, or subject to a receiving order, administration order or interim order made against him or her, or enters any composition, or scheme of arrangement with, or for the benefit of, his or her creditors, or make, any conveyance, or assignment, for the benefit of his or her creditors, or purports to do so, or any application is made for sequestration of his or her estate, or a trust deed is granted by him or her, for the benefits of his or her creditors;

11.3 if the Service Provider being a company or close corporation passes a resolution, or the courts shall make an order that the company or close corporation be wound up (except for the purposes of amalgamation or reconstruction), or if a business rescue practitioner on behalf of a creditor appointed, or if the courts shall make an business rescue order, or if circumstances shall arise that entitle the courts or a creditor to appoint a business rescue practitioner, or which entitle the courts to make a winding-up order;

11.4 if the Service Provider does not provide the Services in accordance with the standards specified in the Schedule;

11.5 if the Service Provider breaches any other provision of this Agreement.

11.6 iSimangaliso shall grant the Service Provider a remedy period with reference to the nature of the breach, during which the Service Provider must take the appropriate action to make good the damage or rectify the notified default or problem. In the absence of a notified remedy period, and should the Service Provider fail to remedy such breach within 30 days of receiving written notice from iSimangaliso requiring it to do so, then iSimangaliso shall be entitled, without prejudice to its other rights in law, to cancel this Agreement upon 30 days' written notice, or to claim immediate performance of all of the Service Provider's obligations, whether or not due for performance, in either event, without prejudice to iSimangaliso's right to claim damages. Any dispute about an environmental issue is resolved by the CEO.

12. PUBLIC LIABILITY INSURANCE

12.1 The Service Provider shall maintain, at its cost and expense appropriate public liability insurance.

13. LIMITATION OF LIABILITY

13.1 Should iSimangaliso incur any liability in respect of third parties and/or any claims be made against iSimangaliso by third parties as a result of any unlawful act on the part of the Service Provider in the performance of its duties in terms of this Agreement, then the Service Provider hereby indemnifies the iSimangaliso Authority against any, and all, such claims.

14. GENERAL

14.1 This document constitutes the sole record of the Agreement between the Parties.

14.2 No Party shall be bound by any representation, warranty, promise, or the like not recorded herein.

14.3 No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by, or on behalf of the Parties.

14.4 No indulgence which either Party ("the Grantor") may grant to the other ("the Grantee") shall constitute a waiver of any of the rights of the Grantor, who shall not thereby be precluded from exercising any rights against the Grantee which may have arisen in the past or which might arise in the future.

15. DOMICILIUM AND NOTICES

15.1 Each Party chooses the address set out below as the address at which all notices and other communications must be delivered for the purposes of this Agreement.

The iSimangaliso Authority: CEO

iSimangaliso Wetland Park Authority Private Bag X05 St Lucia

3936

Telefax: (035)590-1601

The Service Provider:

_____

_____

_____

_____

15.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.

15.3 Any notice to a Party contained in a correctly addressed envelope and sent by prepaid registered post to it at its chosen address; or delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the 14th business day after posting (unless the contrary is proved) and, in the case of fax/hand delivery on the day of delivery except outside of normal hours in which case it shall be the first business day after transmission or hand delivery

15.4 Each Party chooses the physical address as the address in Clause 22.2 and 22.3 at which legal process must be delivered for the purposes of this Agreement.

15.5 The Parties shall be entitled at any time to change their addresses for the purposes of this Clause 12 to any other address

16. COSTS

16.1 Each Party shall bear its own costs of, and incidental to, the drawing up and preparation of this Agreement.

17. SIGNED

For the iSimangaliso Authority

Signature: _____

Full Name: _____

Designation: _____

Date: _____

Witness #1 : _____

Witness #2:_____

for the Service Provider:

Signature:_____

Full Name: _____

Designation:_____

Date:_____

Witness #1: _____

Witness #2:_____

A. **AUTHORITY TO SIGN A BID/QUOTATION**

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on…..... 20…….

Mr/Mrs (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of …….....

(Name of Company)

IN HIS/HER CAPACITY AS: …….....

SIGNED ON BEHALF OF COMPANY:…….

(PRINT NAME)…….

SIGNATURE OF SIGNATORY: ..... DATE: .....

Witnesses:

1……..

2 .....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, ……

the undersigned hereby confirm that I am the sole owner of the business trading as

.....

.... SIGNATURE DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner Residential address Signature

....

....

....

We, the undersigned partners in the business trading as hereby authorise…… to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of .....

....

SIGNATURE SIGNATURE SIGNATURE

....

DATE DATE DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

At… Mr/Ms ,

whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....

(Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

…….. (PRINT NAME)

IN HIS/HER CAPACITY AS ……

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 .....

2 .....

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

iSimangaliso Wetland Park Authority cannot amend the National Treasury's General Conditions of Contract (GCC). iSimangaliso 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 iSimangaliso Special Conditions of Contract shall prevail.

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are 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 are 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” means 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 provided that 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.

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 are also 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.

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, 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

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose 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 to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make 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.

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.

7. Performance security

7.1 Within thirty (30) days 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:

(a) a 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

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 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.

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 Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, 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 cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be 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 on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be 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.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

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:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) 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

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, 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.

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:

(a) 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

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

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

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

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 that 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

15.3 in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.4 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.5 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.

15.6 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.

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.

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.

18. Contract amendments

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.

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.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.

21. Delays in the 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.

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.

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:

(a) 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;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) 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 time 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:

(iii) the name and address of the supplier and / or person restricted by the purchaser;

(iv) the date of commencement of the restriction

(v) the period of restriction; and

(vi) 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.

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

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.

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.

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,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 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.

28.2 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.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

28.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28.5 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) 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

29. Governing language

(b) 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.

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.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

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.

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 Department 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.

33. National Industrial Participation (NIP) 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.

General Conditions of Contract (revised February 2008)

Declaration

I, the undersigned, certify that this data correctly describes the appointment and services, provided and that I am duly authorised to sign this document.

Name: _____

Position: _____

Signature: _____

Date: _____