



INVITATION TO QUOTE

NAME OF BIDDER:	
RFQ NUMBER:	RFQ 04/09/2026
DESCRIPTION OF GOODS AND SERVICE REQUIRED:	HIRE OF A HELICOPTER WITH A COMPLETE CREW FOR BIOLOGICAL SURVEY, MANAGEMENT OPERATIONS AND MOUNTAIN RESCUE OPERATIONS FOR THE PERIOD OF ONE YEAR FOR EZEMVELO KZN WILDLIFE.
COMPULSORY BRIEFING SESSION DATE & ADDRESS:	17 September 2026 10:00am Briefing will be held on Microsoft Teams. Please find link below. <u>HIRE OF A HELICOPTER WITH A COMPLETE CREW FOR BIOLOGICAL SURVEY, MANAGEMENT OPERATIONS AND MOUNTAIN RESCUE OPERATIONS FOR THE PERIOD OF ONE YEAR FOR EZEMVELO KZN WILDLIFE. Meeting-Join Microsoft Teams</u>
CLOSING DATE AND TIME:	22 September 2026 11:00am
VALIDITY PERIOD:	90 calendar days (commencing from the Closing Date)
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:	✓ Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. <u>Failure to send to the above email address will result in your bid being disqualified.</u> ✓ Please state the RFQ number as the reference number on the subject line when responding to the RFQ. ✓ Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid. ✓ Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress the document into one file (Zip file). Submission of more than one E-MAIL will result in your bid being disqualified.
FOR ATTENTION:	Mfundo Shezi

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, EZEMVELO KZN WILDLIFE SUPPLY CHAIN MANAGEMENT POLICY AND ALL OTHER PRESCRIPTS THAT REGULATE PUBLIC PROCUREMENT IN THE REPUBLIC OF SOUTH AFRICA.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the quotation forms be retyped or redrafted.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questioned are “not applicable”, bidders must ensure that “N/A” is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the quotation document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Failure to comply with the same will invalidate your quote.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
7. Any alteration made by the bidder must be initialed.
8. For compulsory briefing sessions - Bidders must ensure that during a briefing session, the attendance register is signed. Failure to sign the attendance will result in the bid being disqualified.
9. Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. Failure to send to the above email address will result in your bid being disqualified.
10. **Please state the RFQ number as the reference number on the subject line when responding to the RFQ.**
11. Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid.

AUTHORITY TO SIGN A BID

1. Members of the enterprise must complete this form in full according to the type of enterprise, authorizing the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.
2. In the case of a Sole proprietor, a director may appoint himself/herself if they are the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.
3. The bidder must indicate the enterprise status by indicating **(ticking)** the appropriate box hereunder:

(I) CLOSE CORPORATION	(II) COMPANIES / (PTY) Limited	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	(VII) NON-PROFIT COMPANY
					Incorporated	
					Unincorporated	

4. I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium),
 - i. in the enterprise trading as: **(Company name)**
 - ii. hereby authorise Mr/Mrs/Ms **(Name & Surname)**
 - iii. acting in the capacity of **(Position)**
 - iv. whose signature is **(Affix signature)**to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Ezemvelo KZN Wildlife may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
RFQ NUMBER:	RFQ 04/09/2026	CLOSING DATE:	22 September 2026	CLOSING TIME:	11:00am
DESCRIPTION	HIRE OF A HELICOPTER WITH A COMPLETE CREW FOR BIOLOGICAL SURVEY, MANAGEMENT OPERATIONS AND MOUNTAIN RESCUE OPERATIONS FOR THE PERIOD OF ONE YEAR FOR EZEMVELO KZN WILDLIFE.				
BID RESPONSE DOCUMENTS MUST BE E-MAILED TO BELOW ADDRESS:					
Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. Failure to send to the above email address will result in your bid being disqualified.					
Please state the RFQ number as the reference number on the subject line when responding to the RFQ.					
Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid.					
Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress (Zip file) the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mfundo Shezi	CONTACT PERSON	Rob Faure		
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	033 239 1509		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	shezim@kznwildlife.com	E-MAIL ADDRESS	Rob.Faure@kznwildlife.com		
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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:

PRICING SCHEDULE – (PROFESSIONAL SERVICES)

RFQ NUMBER: RFQ 04/09/2026	CLOSING DATE: 22 September 2026
DESCRIPTION: HIRE OF A HELICOPTER WITH A COMPLETE CREW FOR BIOLOGICAL SURVEY, MANAGEMENT OPERATIONS AND MOUNTAIN RESCUE OPERATIONS FOR THE PERIOD OF ONE YEAR FOR EZEMVELO KZN WILDLIFE.	CLOSING TIME: 11:00am

OFFER TO BE VALID FOR 90 CALENDAR DAYS FROM THE CLOSING DATE OF QUOTATION.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED HOURS	RATE PER HOUR EXCL. VAT
1.	Biological Survey	01	
2.	Management Operations	01	
3.	Mountain Rescue Operations	01	
SUB-TOTAL EXCLUDING VAT			R
VAT 15%			R
GRAND TOTAL FOR A (QUOTE PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)			R

GRAND TOTAL IN WORDS:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.

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

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

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

¹ 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.

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

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

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

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

PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and;
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).nm

1.2 To be completed by the organ of state

- (a) The applicable preference point system for this tender is the 80/20 preference point system.
- (b) 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.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE OFFER	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where:

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	

Where:

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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	Weight	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
At least 51% owned by black people.	10		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
At least 51% owned by black people who are women.	10		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.

DECLARATION WITH REGARD TO COMPANY/SPV

2.1 Name of company/SPV.....

2.2 Company registration number:

2.3 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]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

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.

GENERAL CONDITIONS OF CONTRACT

GCC 1	Definitions - The following terms shall be interpreted as indicated:
	1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5. "Countervailing duties" imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6. "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7. "Day" means calendar day. 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14. "GCC" mean the General Conditions of Contract. 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct

	importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17. "Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place. 1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities. 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 1.20. "Contract site", where applicable, means the place indicated in bidding documents. 1.21. "Purchaser" means the organization purchasing the goods. 1.22. "Republic" means the Republic of South Africa. 1.23. "SCC" means the Special Conditions of Contract. 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC 2	Application
	2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2. Where applicable, special conditions of contract laid down to, cover specific supplies, services or works. 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC 3	General
	3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC 4	Standards
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
	5.1. The supplier shall not disclose, without the purchaser's prior written consent, the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance. 5.2. The supplier shall not make, without the purchaser's prior written consent, use of any document or information

	mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC 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.
GCC 7	Performance security
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2. a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
GCC 8	Inspections, tests and analyses
	8.1. All pre-bidding testing will be for the account of the bidder. 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. 8.3. If there are no inspection requirements indicated in the bidding documents and contract makes no mention, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in

	connection with these inspections, tests, or analyses. 8.6. Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
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.
GCC 10	Delivery and Documentation
	10.1. The supplier in accordance with the terms specified in the contract shall make delivery of the goods/services. The SCC specifies the details of shipping and/or other documents furnished by the supplier. 10.2. Documents submitted by the supplier are specified in SCC.
GCC 11	Insurance
	11.1. The goods supplied under the contract are fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC 12	Transportation
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC 13	Incidental services
	13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1. Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract;

	and 13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC 14	Spare parts
	14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and 14.1.2. In the event of termination of production of the spare parts: 14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC 15	Warranty
	15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC 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 fulfilment of other obligations stipulated in the contract. 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after

	submission of an invoice or claim by the supplier. 16.4. Payment will be made in Rand unless otherwise stipulated in SCC
GCC 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.
GCC 18	Contract amendment
	18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
GCC 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.
GCC 20	Subcontract
	20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
GCC 21	Delays in supplier's performance
	21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

GCC 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.
GCC 23	Termination for default
	23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1. If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; 23.1.2. If the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1. The name and address of the supplier and / or person restricted by the purchaser; 23.6.2. The date of commencement of the restriction 23.6.3. The period of restriction; and 23.6.4. The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from

	doing business with the public sector. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC 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
GCC 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.
GCC 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.
GCC 27	Settlement of disputes
	27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other

	party. 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5. Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1. The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. The purchaser shall pay the supplier any monies due the supplier.
GCC 28	Limitation of liability
	28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC 29	Governing language
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC 30	Applicable law
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC 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
GCC 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 Entity 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
GCC 33	National Industrial Participation Programme

	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC 34	Prohibition of restrictive practices
	34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

2. PURPOSE

The purpose of this bid is to invite prospective bidders to supply a helicopter with a complete crew for biological surveys, management operations and mountain rescue operations.

CONTRACT PERIOD

This contract shall be for a period of Twelve (12) Months.

3. BID PUBLICATION AND VALIDITY PERIOD

It is the responsibility of the bidder to keep track of any information updates on the original tender adverts (e-Tenders Portal) throughout bidding process (advert till award stage). The tender proposal must remain valid for the period of ninety (90) calendar days after closing date.

4. PRICING

The total offered of the prices should be inclusive of Value Added Tax (VAT). The Bidders pricing is to remain firm for 90 days from the closing date of this tender; Ezemvelo KZN Wildlife reserves the right to negotiate with the recommended bidder prior to signing of the contract.

by envelopes clearly marked: "appointment of a service provider for the provision of hospitality property management system for a period of five (5) years) at Ezemvelo KZN Wildlife

4.1. Clarifications

Ezemvelo KZN Wildlife reserves the right to request written clarifications from bidders during the evaluation process. Such clarifications should not alter the substance of the proposal or result in any change to the bid price.

5. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

Phase 1: Compliance and completeness screening

i. Standard Bid documents:

You are requested to complete and sign the below attached Compulsory Returnable Standard Bidding Document (SBD) Forms:

- a) Authority to Sign Bid
- b) Registration on the Central Supplier Database
- c) SBD 1: Invitation to Bid
 - Part A: Invitation to Bid
 - Part B: Terms and conditions of the bid
- d) SBD 4: Bidders Disclosure
- e) SBD 6.1 Preferential Procurement regulations 2022
- f) General conditions of contract
- g) Failure to complete and sign the above Compulsory Returnable Standard Bidding Document (SBD) Forms shall result in the tender being considered non-responsive and rejected.

ii. Compliance:

- a) The bidder must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the

bid.

- b) The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- d) Forging of documents/certificates Ezemvelo KZN Wildlife has observed that prospective bidders are allegedly submitting fraudulent and forged documents when participating in tenders. Bidders are advised against committing fraudulent activities and creating forged documents. Ezemvelo KZN Wildlife will ensure compliance with this Act by reporting all offenders of the SCM system to the SAPS and registering them on the Register of Tender Defaulters as stipulated in section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Offenders of the SCM system may face various penalties, including being barred from conducting business with any public institutions for a period not exceeding 10 years (see section 28 of this Act).
- e) For Compulsory briefing sessions, bidders must ensure that the certificate is stamped and signed during the session, and the attendance register is signed as well.

N.B Failure to comply with the above requirement will result in the tender being deemed non-responsive and rejected.

f) General Conditions for Joint Ventures / Consortiums

1. Joint Venture or Consortium Agreement
 - A signed JV/Consortium agreement must be submitted with the bid.
 - The agreement must clearly indicate the participating entities, their roles, responsibilities, and ownership/participation percentages.
2. **Central Supplier Database (CSD) Registration**
 - All JV/Consortium partners must be registered on the Central Supplier Database (CSD).
 - A valid CSD report for each partner must be submitted and will be used for verification purposes. The CSD serves as the government's source of verified supplier information.
3. **Specific Goals and Preference Points**
 - Where specific goals are applicable, points will be allocated according to the ownership or participation percentage of qualifying JV/Consortium partners.
 - Calculations must be based on the percentages reflected in the signed JV/Consortium agreement and supported by CSD information.
4. **Tax Compliance**
 - Each JV/Consortium member must be tax compliant and verifiable through SARS and/or the CSD.
5. **SBD 4: Declaration of Interest**
 - **Purpose**
 - To disclose any relationships, interests, or potential conflicts between the bidder and employees or officials of the institution.
 - Must be completed fully and signed by the bidder or authorised representative.
 - **For Joint Ventures/Consortiums**
 - Each JV/Consortium partner should complete and sign a separate SBD 4 unless the bid document states otherwise.

- The information provided must correspond with the entities forming part of the JV/Consortium.

6. Authority to Sign

- The person signing the bid must have legal authority to bind the company.
 - **Acceptable Proof of Authority**
 - **Company**
 - Board Resolution authorizing the individual to sign the bid; or
 - Resolution of Directors; or
 - Proof that the signatory is the sole director/member with signing powers.
 - **Joint Venture/Consortium**
 - Signed JV/Consortium Agreement.
 - Resolution from each participating member authorizing participation in the JV/Consortium.
 - Joint resolution appointing the lead partner and authorised signatory.

7. Specific Goals for Joint Ventures and Consortiums

Points will be allocated based on the percentage of ownership and participation of qualifying members within the Joint Venture or Consortium. Ownership and participation percentages must be clearly reflected in the submitted bid documentation and verified against the Centr

Phase 2 MANDATORY REQUIREMENTS

Bidders are to provide the required documents as per all mandatory requirements stipulated in this document.

NOTE: It is **MANDATORY** for the Bidder to submit relevant documentation in respect of the below and failure to do so will result in the bid being considered as incomplete and **THUS NOT BE CONSIDERED**.

NO.	MANDATORY REQUIREMENTS
1.	The supplier must provide a valid Air Operating Certificate (AOC) and an Air Service License (ASL) issued by the South African Civil Aviation Authority (SACAA), which must be in the bidder's name as per their company registration document. (Please provide copies as proof.)
2.	Original copy of a valid Certificate of airworthiness for the nominated helicopter (expired certificates will be rejected)
3.	Original copy of a valid commercial pilot license for nominated pilot/s rating must be evident on the license as well as the expiry date.
4.	Original copy of a signed summary of the original pilot logbook indicating a minimum of 200 hrs. experience on type and 1500 hours in total including copies of the last three pages of the logbook
5.	Original copy of a signed summary of the original pilot logbook indicating a minimum of 200 hrs experience in biological survey and mountain rescue operations including copies of the last three pages of the logbook (copies highlighted in the logbook noting experience in biological survey and mountain rescue operations demonstrating hours). 1. Minimum of 1500 hours total experience 2. Minimum 20 hours RECENT (ie in the last year) mountain flying experience 3. Minimum of 50 hours at high altitude (>9 000ft) within mountainous areas within the last 12 months. 4. Minimum of 200 hours on type. 5. 100 hours survey (e.g. cliff nesting birds) experience at high altitude (>9 000 ft) in mountainous areas 6. 100 hours search and rescue experience at high altitude >9 000 feet. 7. External sling rating experience (ability to cargo sling on aircraft in order to ferry equipment and/or supplies).

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6.	Company Experience Provide two (2) reference letters from previous clients confirming the hiring of helicopter services in the last five years. N.B Bidders to ensure that the reference letter include the following information from each client(s): 1. Client Name 2. Company letterhead or company stamp 3. Description of the services 4. Client contacts person 5. Contact details. NB: Ezemvelo KZN Wildlife reserves the right to verify all reference letters submitted to confirm experience. Bidders whose letters are not verifiable will be disqualified. It is the responsibility of bidders to ensure that contactable references are submitted together with the bid
7.	Copy of insurance documentation or written confirmation from insurance (LOI) agents that the following will be met as follows: a. 3rd party legal liability – Minimum of R25 million per incident. • Personal accident insurance per seat. (3 passengers) – Minimum R10 million per seat b. Hull all risks including war and riot cover. c. Biological survey and mountain rescue operations as a specific activity. d. Written commitment to a waiver of subrogation in respect of the hull insurance in favour of Ezemvelo. e. Written confirmation that Ezemvelo KZN Wildlife is to be indemnified with respect to any claim that arises from any loss or physical damage to the aircraft even if such damage occurs as a result of negligent acts or omissions of Ezemvelo KZN Wildlife. Please ensure that the tender number is reflected on the confirmation document.
8.	Supplier must provide a valid Air Operations Specification (AOS) Issued by the South African Civil Aviation Authority (SACAA) with General Air Service Class. Aircraft category H2. Copy of a valid air service license issued in the name of the bidding company approved for game work services and H2 category operations.
9.	Copy of a valid aerial operator's certificate including operations specifications issued in the name of the bidding company approved for game work services and valid for the nominated helicopter registration.

Phase 3: Price and preference

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as proof. The specific goals for the tender and points claimed are indicated by the table indicate on the SBD 6.1.

7. AWARD OF CONTRACT

Ezemvelo KZN Wildlife reserves the right to either appoint more than one bidder and/or NOT to make an appointment. The Entity also reserves its right to negotiate the final price of those bids deemed technically compliant.

8. QUOTATION SUBMISSION

Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. Failure to send to the dedicated email address will result in your bid being disqualified. Please state the RFQ number as the reference number on the subject line when responding to the RFQ. **NB: Only Quotations submitted in a PDF format will be considered for evaluation and failure to comply will invalidate your bid.** Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified. Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress (Zip file) the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified.

TERMS OF REFERENCE

HIRE OF A HELICOPTER WITH A COMPLETE CREW FOR BIOLOGICAL SURVEY, MANAGEMENT OPERATIONS AND MOUNTAIN RESCUE OPERATIONS FOR THE PERIOD OF ONE YEAR FOR EZEMVELO KZN WILDLIFE.

1. BACKGROUND

Ezemvelo KZN Wildlife is a South African state-owned conservation agency established in terms of the KwaZulu-Natal Nature Conservation Management Act (Act No. 9 of 1997) with the mandate of conserving; protecting; controlling, and managing protected areas and their biological diversity, which represents the indigenous fauna, flora, landscapes and associated cultural heritage of the KwaZulu-Natal (KZN) province. As a public entity, Ezemvelo is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999) and listed as a Schedule 3 Part C public entity.

As one of the leaders in global biodiversity conservation, the organization manages more than 110 protected areas in the KZN province. Ezemvelo nature reserves house some of the rare and most valuable biodiversity species and cultural heritage sites in the World that are spread across 110 protected areas (of which 34 have tourism facilities or resorts) in a total land surface area amounting to more than 800,000 ha. Some of Ezemvelo tourism facilities are situated in one (1) of two (2) World Heritage sites in the province, namely the Maloti-Drakensburg that draws a number of local and foreign tourists to drive ecotourism growth and creates both local economic and rural development. Thus, promoting tourism destination development and contribute towards the transformation of national, provincial, and local tourism sectors.

2. PURPOSE

The purpose of this bid is to invite prospective bidders to supply a helicopter with a complete crew for biological surveys, management operations and mountain rescue operations. We invite qualified and interested parties to submit their bids for this service. This bid aims to engage a professional service provider capable of meeting the operational needs essential for conducting surveys, management operations and rescue missions in our diverse and challenging environments.

3. SCOPE OF WORK

3.1 Biological Survey

- a. Ability to operate at varying altitudes (1600-3200m) to capture comprehensive data.
- b. To provide a helicopter service for the aerial survey of vulture nest sites in the Maloti and Drakensberg mountains.
- c. The aerial survey is necessary to determine the breeding attempts of Bearded and Cape Vulture pairs at nest sites; these nests sites fall are remote and inaccessible or fall outside our protected area and therefore cannot be checked by protected area staff.
- d. The terrain is extremely inaccessible, and it is cost- and time-efficient to use a helicopter to check all the required sites.
- e. The surveys must take place at the beginning and end of each the breeding season and post-harvest to determine breeding success.

3.2 Helicopter Emergency Rescue

- a. The ability of pilots to operate at high altitudes, with recent search and rescue experience at high altitude (>9 000 feet in mountainous areas, is crucial for mountain rescue missions). This includes proof of recent landings, shutdowns and startups at altitudes over 9000 feet.
- b. A helicopter with sufficient power and lift capacity is necessary to carry rescue personnel, equipment, and patients in challenging mountain environments.
- c. Adequate range and endurance are essential for long-distance rescues and prolonged operations
- d. The ability to sling loads is essential, with recent experience of load slinging available for inspection.
- e. Suitable rescue baskets or stretchers are required for safely transporting patient's supine.
- f. Onboard medical equipment, such as oxygen supply, defibrillators, and first aid kits, is essential for providing medical care during rescue operations.
- g. Reliable radio communication systems are necessary for coordinating with ground teams, dispatch centres, and other aircraft. Intercom systems enable crew members to communicate effectively during rescue operations.
- h. Pilots should be aware of weather conditions and forecasts to ensure safe operations.
- i. Short activation time and 24/7 availability for mission planning. There is no requirement for night flying, however the pilots who will conduct the rescue, and Mission planning team need to be available 24/7 for pre-flight Mission planning.
- j. A second capable aircraft must be available at short notice, which meets the above criteria with regards to pilot experience, should the primary aircraft be unavailable. This is important since aircraft and pilots may be contracted to carry out other work which may preclude their availability at short notice.

- k. Proof of a centrally situated refuel site (available 24/7) within the Drakensberg to facilitate refuelling if necessary.

3.3 Management Operations

- a. The ability to operate at high altitudes, experience at high altitude >9 000 feet in mountainous areas, is crucial for this function.
- b. To provide a helicopter service for the aerial survey of alien plant distribution in the Ukhahlamba Drakensberg Park.
- c. A helicopter with sufficient power and lift capacity is necessary to carry personnel and equipment in challenging mountain environments.
- d. Adequate range and endurance are essential for long-distance flights and prolonged operations.
- e. The ability to operate through mountainous terrain and avoid obstacles.
- f. Onboard medical equipment, such as first aid kits, is essential for providing medical care during operations if required.
- g. Reliable radio communication systems are necessary for coordinating with ground teams, dispatch centres, and other aircraft.
- h. Intercom systems enable crew members to communicate effectively during operations.
- i. Pilots should be aware of weather conditions and forecasts to ensure safe operations.

4. SPECIFIC CONDITIONS OF THE CONTRACTS

- a. The service provider is to be available at short notice when the weather is suitable during the suggested time, including on a weekend.
- b. The tender must include the ferry time, refuel time, and two hours survey time.
- c. All operations must be carried out within the ambits of the South African Civil Aviation Authority Regulations and National Environmental Protected Areas Act.
- d. Ensure that all times during the duration of the contract that all personnel involved in the conduct of the operations hold all necessary licenses, ratings, certificates or other qualifications for the tasks allocated to them and are of proven competence in their jobs and capable of fulfilling their roles in a proper, efficient and workmanlike manner.
- e. Ezemvelo reserves the right to disqualify any bidder that provides an aircraft or Pilot/s that are different to the details specified at the time of submitting the bid unless valid reasons can be furnished.

5. MANDATORY TECHNICAL REQUIREMENTS

Bidder shall provide registration number of helicopter/s including valid copies of the following:

- a. Certificate of Registration,
- b. Civil Aviation Medical Certificate,
- c. Certificate of Airworthiness,
- d. ICASA Radio License,
- e. Mass and Balance Certificate.
- f. Part 138 Certification for medical operations for aircraft

6. COMPANY REQUIREMENTS

The following documents will be required:

- a. Provide a minimum of two written references with contact details from clients that have used the bidding company for helicopter biological survey, management operations and mountain rescue operations.
- b. Provide a minimum of two written references with contact details from clients that have used the bidding company for helicopter aerial census work.

7. PILOT QUALIFICATIONS

Refer to sub section 12. Minimum Helicopter and Pilot specifications for detailed pilot qualifications. Provide a commercial pilot/s who have a valid licence and be rated on the type of helicopter flown:

- a. Minimum of 200hrs on type
- b. Minimum 2000 hours mountain flying experience, with at least 100 hours recent (ie in the last year) mountain flying experience.
- c. Proof of conducting aerial census work in the last year.
- d. Proof of conducting aerial flights in high altitude operations exceeding 9000 feet in the last year.
- e. Proof of slinging operations experience within the last year

The Bidder shall provide the following credentials of the pilot/s to be employed on the operation/s:

- a. A valid Commercial Helicopter License including aerial census rating (or higher grade of license)
- b. Signed summary of the pilot/s logbook/s and the last 3 pages of the logbook indicating total hours on and total hours on Type
- c. A letter from the nominated pilot/s confirming that they are available for the contract.
- d. A CV showing experience in biological survey, management operations and mountain rescue operations (at altitudes over 9000 feet) for each of the nominated pilots.

- e. The changing of pilots during the contract is discouraged. Any change of the pilot will require prior written approval from the Delegated Ezemvelo Official. All pilots must meet the minimum specifications listed above.

8. INSURANCE

The successful bidder shall provide insurance cover specifically covering biological survey, management operations and mountain rescue operations as follows: -

- 3rd party legal liability – Minimum of R25 million per incident.
- Written confirmation that Ezemvelo KZN Wildlife is indemnified with respect to any claim that arises from any loss or physical damage to the aircraft even if such damage occurs because of negligent acts or omissions of Ezemvelo KZN Wildlife.

9. LICENSES

The following documents must be provided: -

A valid class three Air Services License issued in the name of the bidding company for a category H2 aircraft approved for services.

- The bidder shall provide a Certified copy of the full Air Services License document. A valid aerial operating certificate issued in the name of the bidding company valid for biological survey, management operations and mountain rescue operations work including the nominated helicopter registration on the document.
- The bidder shall provide a Certified copy of the full Aerial Operating Certificate.

10. MAINTENANCE

Routine maintenance and safety inspections are to be done by the successful bidder in line with civil aviation regulations to ensure a safe working environment. The successful bidder shall -

- maintain the helicopter.
- provide fuel and spare parts for the helicopter; and
- make prior arrangements with fuel depots regarding the supply of fuel.
- All other costs associated with transport for spare parts, engineers, general maintenance etc. must be supplied by the successful bidder.

11. PRICE

- Price shall be quoted on a per hour basis or part thereof as an all-inclusive wet rate for each year of the contract period and shall include VAT.

12. MINIMUM HELICOPTER AND PILOT SPECIFICATIONS

No.	Minimum Helicopter Technical Requirements
1.	Helicopter (Biological Survey and Census)
	- Seating capacity for 3 passengers (excluding pilot) with equipment. - Bell Long Ranger, Eurocopter Squirrel B3 or EC130, or appropriate aircraft. - On board power supply for a laptop with 3-prong plug- inverter with battery or similar. - Uninterrupted communication must be available and possible between all passengers and pilot through headsets. - Windows capable of opening for taking photographs (at front and back on opposite side of pilot) - Provide and equip the helicopter with suitable counting bars - Be equipped with a GPS capable of logging flight data for aerial transects.
2.	Helicopter (Management Activities)
	- Seating capacity for 3 passengers (excluding pilot) with equipment. - Bell Long Ranger, Eurocopter Squirrel B3 or EC130, or equivalent turbine aircraft. - Uninterrupted communication must be available and possible between all passengers and pilot through headsets. - Be equipped with a GPS capable of logging flight data for aerial transects. - Helicopter must have the ability to cargo sling (equipment only).
3.	Helicopter (Rescue Activities)
	- Seating capacity for 3 passengers (excluding pilot) with equipment. - Bell Long Ranger, Eurocopter Squirrel B3 or EC130, or equivalent turbine aircraft.

	3. Uninterrupted communication must be available and possible between all passengers and pilot through headsets. 4. Be equipped with a GPS capable of logging flight data for aerial transects. 5. Ability to carry one stretcher patient and attendant, as well as the ability to be rapidly reconfigured to carry four Mountain Club team members and their equipment. 6. Helicopter must have the ability to cargo sling (equipment only). There is no requirement for a winch. 7. Critical - 24 hour/ 7 days a week availability of Pilots and Crew Members, (including public holidays and weekends). This is to facilitate Mission Planning - Only daylight flying is required. 8. Activation time- the time from time of call to take off of aircraft must be listed 9. Potential flight times from Base to the Central Drakensberg must be listed 10. Refuelling – the ability to conduct “hot” refuelling and the time required to conduct refuelling should be listed. 11. Part 138 Certification to enable medical evacuations to be carried out. .
4.	Pilot (Biological Survey, Census, Management and Rescues Activities)
	1. Have a valid commercial helicopter license. 2. Have type certification for the helicopter listed. 3. Minimum of 1500 hours total experience 4. Minimum 20 hours RECENT (i.e. in the last year) mountain flying experience 5. Minimum of 50 hours at high altitude (>9 000ft) within mountainous areas within the last 12 months. 6. Minimum of 200 hours on type. 7. 100 hours survey (e.g. cliff nesting birds) experience at high altitude (>9 000 ft) in mountainous areas 10. 100 hours search and rescue experience at high altitude >9 000 feet. 11. External sling rating experience (ability to cargo sling on aircraft in order to ferry equipment and/or supplies).
5.	Legal and insurance requirements
	1. All bidders must have a valid aerial work license and operator's certificate for the nominated helicopters and work activities mentioned above. 2. All bidders must possess the following insurance cover: a) Hull all risk (Flying risk) b) War Riot etc c) Third party passenger liability d) Passenger's equipment to be included for loss/damage to value of R250 000 in total 3. The insurance must specify that the nominated aircraft is covered, and all nominated pilots are to be covered for all activities listed above.

13. PREVIOUS FLYING HOURS FOR A BIOLOGICAL SURVEY, MANAGEMENT OPERATION, AND MOUNTAIN RESCUE OPERATIONS IN THE LAST FIVE YEARS.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total hours for period of five years
Biological Survey,	30	30	30	30	30	150 hours
Management Operation	100	100	100	100	100	500 hours
Mountain Rescue	20	20	20	20	20	100 hours

- N.B: Previous Flying hours

The hours listed above represent the actual flying hours over the past five (5) years. Ezemvelo KZN Wildlife does not guarantee that these flying hours will be used under the new contract during the specified period; the numbers are provided solely to give bidders an overview of the flying hours' history.