



iSimangaliso
Wetland Park

THE ISIMANGALISO WETLAND PARK AUTHORITY

**REQUEST FOR PROPOSAL [RFP] FOR A PANEL OF ATTORNEYS
TO PROVIDE LEGAL SERVICES
FOR THE PERIOD OF 36 MONTHS (READVERTISEMENT)**

[RFP NUMBER: 25/2022]

Date Issued: [30 March 2023]

Closing date and time: [21 April 2023 at 12:00]

Bid Validity Period: [120 days]

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)

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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 of this Request for Proposal (RFP) is to like to invite suitable, qualified and competent firms of attorneys to send proposals to be considered for inclusion on its panel of attorneys, as 'preferred service providers'. Preferred service providers imply that the selected firms are a pool, not necessarily the only contracted service provider. The panel of attorneys will be required to provide legal services to iSimangaliso, on an ad hoc basis. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidders required by iSimangaliso for the provision of legal services to iSimangaliso. This RFP does not constitute an offer to do business with iSimangaliso, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

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;

Specific Goals means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of

programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

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	30 March 2023
Written questions of clarification – closing date	14 April 2023
Bid submission closing date	21 April 2023 at 12:00 precisely (Bidders will not be permitted to submit their proposal after the set time) Bidders are invited to attend a non-compulsory public opening of tender on 21 April 2023 at 12H00 pm.

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, 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.
- 6.6
- 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 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.

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 36 months. Any further period will be at the sole discretion of iSimangaliso but not exceeding 15% of the initial agreement.

13. SCOPE OF WORK

13.1 The preferred service providers will be expected to render services on an ad hoc basis to iSimangaliso in the following service categories: -

ITEM	SERVICE CATEGORIES	Please Tick (✓)
1.	Litigation	
2.	Environmental Law (Conservation legislation)	
3.	Commercial law, Contract law and Construction Law	
4.	Procurement Law, Administrative Law, and Constitutional Law -	
5.	Public Private Partnerships, co- management agreements	
6.	Intellectual Property Law	
7.	Conveyancing and Property Law	
8.	Employment Law, Labour Law, and Alternative Dispute Resolution	
9.	Criminal Law (also relating to environmental crimes)	
10.	Drafting of contracts; policies; legislation; provision of legal opinion as and when required.	

Note: Bidders may submit proposals in respect of any one or a combination of the ten (10) services categories. Please indicate which service categories under 16.1 you are bidding for. Bidders must indicate in their proposals the relevant experience and exposure as well as the capacity of the bidder in relation to the selected service categories.

13.2 iSimangaliso intends to promote broad based transformation and development of small and medium firms in this industry and as such will appoint firms in the following categories. The bidder must indicate, in the table below, with a tick (✓) the category relevant to it:

FIRM CATEGORY	DEFINITION	Please Tick (✓)
Category 1: Small Firms	Firms with an annual turnover of not more than R10 million	
Category 2: Medium Firms	Firms with an annual turnover greater than R10 million but less than R50 million	
Category 3: Large Firms	Firms with an annual turnover greater than R50 million	

Note: Bidders must submit their latest financial statements as proof of their annual turnover as confirmed by an independent accountant. Small businesses with no financial history, must submit a letter from their independent accounting firm confirming their financial status and / or projections.

13.3 It is iSimangaliso objective to promote the participation of historically disadvantaged professionals through its panel of attorneys. Bidders are requested to indicate in their proposals how they will assist iSimangaliso in achieving this objective.

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:

Pre-qualification Criteria (Stage 0)	Technical Evaluation Criteria (Stage 1)	Price and Specific Goals Evaluation (Stage 2)
Bidders must submit all documents as outlined in paragraph 14.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Stage 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Stage 2 (Price and Specific Goals).	Bidder(s) will be evaluated out of 100 points and Stage 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

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 arrears 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

Document that must be submitted	Non-submission may result in disqualification?
Invitation to Bid – SBD 1	Complete and sign the supplied pro forma document
Tax Status	the bidder's tax compliance status SARs Tax Pin
Bidders Disclosure – SBD 4	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on Specific Goals.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	Complete and sign
Registration on Central Supplier Database (CSD)	The Legal 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).
Registration with Law Society	Proof of registration
Submission of Company Profile	Complete company profile as per requirements
Attorneys Fidelity Fund Certificate	Valid certified copies are required for for each member who is a sole practitioner, partner, or director of the firm of attorneys, that will attend to iSimangaliso matters
Letter of Good Standing with the Law Society	There must be a letter for each attorney who forms part of the team that will attend to iSimangaliso matters and the letters must not older than 3 (three) months.
Returnable Tables	Confirmation of lead attorney's 5 years or more post admission experience in the service category the bidder is bidding for
Reference/Recommendation letters	3 (three) contactable reference/recommendation letters for each service category the bidder is bidding for
Proof of Qualification and Completed Course	This is required for the lead team and the proposed team for each category
Admission Certificates	This is required for the lead team and the proposed team for each category

Pricing Schedule		Submit full details of the pricing proposal as per SBD 3.3
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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:

Functionality Criteria	Maximum Weighting Score	Maximum Points Achievable
References: The bidder must provide three contactable reference/recommendation letter for each service category the bidder is bidding for in the format provided from clients where the bidder most recently provided the relevant services.	10	5
Lead Attorney: Knowledge & Expertise: Returnable table (a) indicating lead attorneys(s) experience, expertise, and competence of not less than 5 (five) years (post admission) in each service category the bidder is bidding for and admission as an attorney.	30	5
Project Team: Knowledge & Expertise: team under each service category the bidder is bidding for demonstrating in relation to the selected service category the lawyers': - experience (including years), expertise and competencies. ability to conduct research and types of research conducted. position/designation; and indication of admission as attorney.	40	5
Capacity: Returnable table (c) indicating relevant experience and exposure as well as the capacity of the bidder /lead partner/project teams in relation to the selected service categories providing the following details: client name. transaction description. transaction value. project period. description of services performed and extent of bidders'/lead partners'/teams' responsibilities	20	5
OVERALL COMBINED POINTS	100	20

In addition to the above technical evaluation criteria, bidders tendering for the Employment Law and Labour Law service category must also respond to the requirements listed hereunder.

Note: Please use the response format for this section attached hereto as Annexure A

Functionality criteria for Employment Law Category	Maximum Weighting Score	Maximum Points Achievable
Individual Employment Law and Labour Law: Drafting and interpretation of employment contracts from blue-collar employees to the CEO. Handling and presiding over grievances and disciplinary enquiries of all employees including directors and executives and acting as initiators/prosecutors at hearings. Conducting forensic investigations in the workplace and advising on corporate governance. Provision of general labour related advice, legal opinions, or related services. Advice on employment law legislation changes and its potential impact (e.g., BCEA, LRA and Employment Equity Act etc.) as well as workplace discipline and counselling Represent the employer at arbitrations, mediations, the Labour Courts, and other forums for labour disputes. Dealing with dismissals for misconduct, incapacity, and operational requirements Provision of employment law training as and when required Litigation relating to employment Law matters. Ensure compliance with statutory reporting procedures and drafting of relevant labour related documentation including but not limited to employment contracts, disciplinary codes, grievance procedures and collective agreements.	50	5
Collective Employment Law: Advise on strikes, collective bargaining, restructuring, disputes over the interpretation and application of collective agreements, litigation in all labour tribunals and courts.	20	5
Employment Benefit Law: Advise on the law relating to retirement funding, pension funds, medical aid funding, drafting and interpretation of executive incentive schemes	10	5
Occupational Health & Safety Law: Representing iSimangaliso in investigations and enquiries relating to health and safety law. advising on occupational health and safety statutory compliance. providing legal liability training, preparing contractor management agreements and occupational health and safety contractual arrangements,	20	5

conducting occupational health and safety due diligence and legal compliance systems audits representing iSimangaliso under the Occupational Health and Safety Act No. 85 of 1993a		
OVERALL COMBINED POINTS	100	20

15.1.3 Stage 2: Price and specific 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 Specific Goals. Price and specific goal will be evaluated as follows:
- ii. 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 points)
 - Specific goal for the contribution (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 – Specific Goal Evaluation (20 Points)

Special goals Points allocation

- A maximum of 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)
51% black ownership	5	2.5
Black Youth Ownership	5	2.5
Black women ownership	5	2.5
Local registered Company within King Cetshwayo and uMkhanyakude District	5	2.5

15.2 Stage 1: Price Evaluation

15.2.1 Basis of competition:

15.2.1.1. 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.

15.2.1.2 iSimangaliso conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered.

15.2.2 Due diligence tests for reasonableness of price:

15.2.2.1 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.

15.2.2.2 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.

15.2.3 Ranking of the bidders pricing:

15.2.3.1 iSimangaliso ranks the qualifying bids on price and preference points claimed in the following manner:

15.2.3.2 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;

15.2.3.3 Preference - for bids qualifying for this stage, addition of the claimed preference points in the

15.2.3.4 preference claim form (SBD6.1) where supported by supporting document to the price ranking scores

15.2.4 Award recommendation:

15.2.4.1 iSimangaliso nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

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

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

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.

Annexure A1

Reference Letter

The bidder's references, experience, lead attorney and the lawyers listed for each service category

Request for Proposal No: _____

Name of Bidder: _____

Service Category: _____

BIDDER'S REFERENCE LETTER TEMPLATE

(CLIENT'S LETTERHEAD)

[Date]

To whom it may concern

[Bidder's name] has been rendering / rendered [service category] to [client's name] since [date] / during the period from [start date] to [end date] and [client's name] hereby gives [bidder's name] an overall assessment of [average/excellent] for services rendered.

[Insert any other relevant information]

Should you require any further information in this regard please do not hesitate to contact the writer hereof.

Sincerely,

Full name:

Designation:

Telephone Number:

Email address:

ANNEXURE 2**RETURNABLE TABLE (A)****BIDDER'S TEAM EXPERIENCE:****Table (a) CVs outlining Team leader's competency**

Name	Years of experience	Position / Designation	Qualifications & Accreditations	Relevant Experience	
				Industry worked on and relevant period	Description of services rendered and extent of the team's responsibility



PART A

Annexure 3

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	25/2022	CLOSING DATE:	21 APRIL 2023	CLOSING TIME:	12:00
DESCRIPTION	Appointment of Service for Legal Services				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The iSimangaliso Wetland Park Authority;					
The Dredger Harbour; St Lucia; 3939; KwaZulu Natal					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bid Representative		CONTACT PERSON	Technical Representative	
TELEPHONE NUMBER	035-5901633		TELEPHONE NUMBER	035-5901633	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bids@iSimangaliso.com		E-MAIL ADDRESS	bids@iSimangaliso.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]

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 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)

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DATE:

.....

SBD 3.3

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER:BID NO.:

CLOSING TIME:.....

CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA CURRENCY		
		**(ALL	APPLICABLE	TAXES

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

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

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

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

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

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

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days	-----	R-----	-----
days	-----	R-----	-----
days	-----	R-----	-----
days	-----	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
R.....			
R.....			
R.....			
R.....			
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

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or

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

formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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



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Annexure 6

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 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.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 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 <i>audi alteram partem</i> 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:		



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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:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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



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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

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

- 1 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). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 2 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 quotation 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.
- 3 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when quotations are considered, reasonable steps are taken to prevent any form of quotation-rigging.
- 4 In order to give effect to the above, the attached Certificate of Quotation Determination (SBD 9) must be completed and submitted with the quotation:

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SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying quotation:

in response to the invitation for the quotation 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)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying quotation will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying quotation, on behalf of the bidder;
4. Each person whose signature appears on the accompanying quotation has been authorized by the bidder to determine the terms of, and to sign the quotation, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying quotation, 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 quotation in response to this quotation invitation;
 - (b) could potentially submit a quotation in response to this quotation 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
6. 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 will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

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- (d) the intention or decision to submit or not to submit, a quotation;
 - (e) the submission of a quotation which does not meet the specifications and conditions of the quotation; or
 - (f) bidding with the intention not to win the quotation.
8. 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 quotation invitation relates.
9. The terms of the accompanying quotation 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.
10. 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

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CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as

accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

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

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



iSimangaliso
Wetland Park

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DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

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SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

1.1.1.1

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIAL GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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).

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Special Goal Level of Contributor.

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1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific goal must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of specific goal of contributor together with the bid, will be interpreted to mean that preference points for specific goal of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

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3) Any other requirement prescribed in terms of the B-BBEE Act;

- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

Specific Goals	Number of points (90/10 system)	Number of points (80/20 system)
1. Local Service Provider	2.5	5
2. Black Youth Owned	2.5	5
3. Black Woman Owned	2.5	5

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4. At 51% Black Ownership	2.5	5
---------------------------	-----	---

5. BID DECLARATION

5.1 Bidders who claim points in respect of specific goal of Contribution must complete the following:

6. SPECIFIC GOAL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Specific goal of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		

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Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

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- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



iSimangaliso
Wetland Park

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SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and specific goals.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors)

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and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

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- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(***Tick applicable box***)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

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(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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SERVICE PROVIDER'S AGREEMENT

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:

1.1 Expressions which denote:

1.1.1 any gender shall include the other genders;

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

1.1.3 the singular shall include the plural and vice versa;

1.2 **"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;

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1.3 **"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

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

1.5 **"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;

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3. 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.

4. DURATION OF AGREEMENT

4.1 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:

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

5. TERMINATION OR CANCELLATION

5.1 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

5.2 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 non-compliance, notwithstanding iSimangaliso's notice to the Service Provider to remedy the failure, or the terms and conditions contained in clause 3.1

5.3 An aggrieved Party may only terminate this Agreement in terms of Clause 8 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.

6. PAYMENT OF SERVICES

6.1 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.

7. CESSION, ASSIGNMENT AND SUBCONTRACTING

7.1 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.

8. LICENSES AND COPYRIGHT

8.1 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

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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.

8.2 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.

9. CONFIDENTIAL INFORMATION

9.1 Both parties undertake to keep all confidential information of either party confidential while this contract remains in force and for a period of 3 (three) years after it terminates for any reason;

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

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

10. FORCE MAJEURE

10.1 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.

10.2 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 arisen.

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

10.4 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.

10.5 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.

11. DISPUTE RESOLUTION

11.1 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

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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

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

12. BREACH

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

12.2 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;

12.3 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;

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

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

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12.6 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.

13. PUBLIC LIABILITY INSURANCE

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

14. LIMITATION OF LIABILITY

14.1 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.

15. GENERAL

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

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

15.3 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.

15.4 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.

16. DOMICILIUM AND NOTICES

16.1 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.

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The iSimangaliso Authority:

CEO

iSimangaliso Wetland Park Authority

Private Bag X05 St Lucia

3936

Telefax: (035)590-1601

The Service Provider:

16.2 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.

16.3 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

16.4 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.

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

17. COSTS

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

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18. 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: _____

Annexure 11

AUTHORITY TO SIGN A BID/QUOTATION

A. COMPANIES

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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

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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
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.....		
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.....

.....

.....

We, the undersigned partners in the business trading ashereby
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.

By resolution of members at a meeting on 20.....

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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

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