

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

Name:	RFQ: APPOINTMENT OF SPECIALIST: SERVICE PROVIDER TO CONDUCT BIODIVERSITY ASSESSMENT FOR COMMUNITIES ADJACENT TO THE ISIMANGALISO WETLAND PARK (ISIMANGALISO) UNDER GEF 7 PROJECTS FOR 12 MONTHS			
Background Information	The 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.			
Services to be Rendered	Quotations are invited from experienced service providers for appointment of specialist: service provider to conduct biodiversity assessment for communities adjacent to the iSimangaliso Wetland Park Authority (iSimangaliso) under GEF 7 projects for a period of 12 months. FOR DETAILS SEE ATTACHED TERMS OF REFERENCE.			
Specific goals	Number of points (90/10 system)	Number of points (80/20 system)	Mode of Confirmation	
At least 51% Woman Ownership	2	4	CSD full report or Company Registration Certificate, or Director's ID Copy	
At least 51 % Youth Ownership	2	4	CSD full report or Company Registration Certificate, or Director's ID Copy	
Local Service provider (uMkhanyakude or King Cetshwayo District Municipalities)	2	4	Proof of Residence or CSD or Company Registration Certificate.	
Black ownership more than 51%	2	4	CSD full report, Company Registration Certificate, or Director's ID Copy	
At least 51% Ownership by People living with disabilities	2	4	CSD full report, Director's ID Copy and Director's Medical Certificate or Medical Report.	

Evaluation Criteria

- Price and Special goals RFQ'S above R 30 000.00 to a maximum of R1 000 000.00 will be evaluated based on the 80:20-point system as stipulated on SCM Policy
- Bidders will be evaluated on functionality with 100 points and minimum threshold being 75 Points, bidders obtaining less than 75 Points will not be evaluated on the next stage being Price & Special Goal using the 80/20 preference points system.

FUNCTIONALITY AND EXPERIENCE EVALUATION

Refer to below TORs

Disqualification Criteria	<p>A quote may be disqualified, amongst other things, if the Supplier, any of its members, directors, partners, or shareholders:</p> <ul style="list-style-type: none"> • Does not submit any of the mandatory/standard bidding documents and other documents required; • Does not Provide Treasury Central Supplier Database Full Report; • Does not Submit an authority to sign as prescribed by SBD 1 • Is listed on the National Treasury restricted suppliers' database; • Is an employee of state; • has, in the opinion of the iSimangaliso Authority, attempted to exercise influence during the procurement process; or • has colluded or attempted to collude with other Suppliers during the procurement process. • if the Service Fee bid is ambiguous or the quote is conditional. • If the service provider has failed to perform in any previous contracts and the proof exists • Team Leader registration with a relevant professional body (South African Council for Natural Scientific Professions – SACNASP). <ul style="list-style-type: none"> • One of the team members must be registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA)
Documents to be Submitted	<ul style="list-style-type: none"> • Proof for specific Goals • Central Supplier database Registration Full Report • Valid SARS Tax Pin • the Service Fee/Quotation; • Pro forma Service Providers Agreement with all blank sections duly completed, each insertion and each page initialled, and the signature page properly signed and witnessed. • Failure to provide the abovementioned information will render your bid offer invalid
Standard Bidding Documents	<p>Completion of the standard bidding documents stated herein below is mandatory, failure to do so will render your bid offer invalid:</p> <ul style="list-style-type: none"> • All attached SBDs (Note: all SBD Forms must not be typed, they must be completed in a black ink) • Authority to Sign RFQ where applicable.

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Procurement Rules	<ul style="list-style-type: none">• All questions and queries must be referred in writing to: bids@iSimangaliso.com• No verbal agreements re non-binding. The onus is on the Supplier to ensure that its correspondence is received by the iSimangaliso Authority.• The submission of a quote by a Supplier implies full knowledge and acceptance of all the terms and conditions set out in this request for quotations.• Suppliers are responsible for all costs, expenses and losses incurred by them in the preparation and submission of quotes.• Suppliers are advised that submission of a project proposal gives rise to no contractual obligations on the part of iSimangaliso.• The Supplier is responsible for its own due diligence investigation in connection with the Service and all matters relating to this request for quotation. Neither the iSimangaliso Authority nor any of its officers, employees, agents or advisers make any representation or warranty, express or implied, concerning any matter affecting the Service, other than the representations and undertakings of the iSimangaliso Authority set out in the Service Agreement.• The Supplier will be required to provide an efficient and effective service. Therefore, the Supplier is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The Supplier must supply references or state his/her experience as a company to undertake the contract. References of experience of owners/employees of new entities must accompany the quotation document. Quotes and all related correspondence and documents must be in English.• Quotes and all related documents must be emailed to bids@iSimangaliso.com• Payments are made within 30 days of Finance receiving the invoice. No upfront payments will be made.
Closing Date and Time	<ul style="list-style-type: none">• 10 February 2026 at 12h00 precisely.
Validity Period	<ul style="list-style-type: none">• 90 days after submission of quotations.
Special Conditions	<p>iSimangaliso reserves the right:</p> <ul style="list-style-type: none">• to enter negotiations with a prospective Service Provider regarding any terms and conditions, including price(s), of a proposed contract.• not to accept the lowest of any quotation, offer or proposal.• To correct any mistakes identified at any stage of the process.• To cancel and/or terminate the request for quotation at any stage, including after closing date and or after evaluation has been conducted.• to accept part of the terms of reference rather the whole services required.• Professional fees 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.• Bidders to ensure that travelling costs are based on SARs rate and or any iSimangaliso policy
Delivery of Quotations	Electronic Quotations and relevant documents must be submitted to bids@iSimangaliso.com or hand delivered to iSimangaliso Wetland Park Offices- The Dredger Harbour, St Lucia, 3936. GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032

TERMS OF REFERENCE

FOR

THE APPOINTMENT OD THE SPECIALIST SERVICE PROVIDER TO CONDUCT BIODIVERSITY ASSESSMENT FOR COMMUNITIES ADJACENT TO THE iSIMANGALISO WETLAND PARK AUTHORITY (iSIMANGALISO) UNDER GEF 7 PROJECTS

INTRODUCTION

iSimangaliso has received funding form the Global Environmental Facility (GEF-7) through World Bank for the programme called, “catalyzing financing and capacity for the biodiversity economy around protected areas”, the project is based on developing the Biodiversity Economy Node (BEN) for the benefit of communities living within or adjacent to the protected areas. The project is also supporting the extension of the protected areas through the biodiversity stewardship programme. iSimangaliso working with Ezemvelo KZN Wildlife (EKZNW) had conducted biodiversity stewardship workshops to the communities living adjacent to the park, these workshops have yielded positive results with communities approaching iSimangaliso with the intention to participate in the biodiversity stewardship programme. To this end, a lot work has been done, potential areas have been identified, however, these areas need to be assessed to ascertain their biodiversity value to determine if they qualify to be part of the biodiversity stewardship programme. These terms of reference are for the appointment of the suitable qualified service provider to conduct biodiversity assessment for the identified communities to be part of the biodiversity stewardship programme.

BACKGROUND

In 1999 iSimangaliso Wetland Park Authority (iSimangaliso) was inscribed onto the World Heritage List as World Heritage Site by UNESCO committee due to its rich ecological and biological diversity. iSimangaliso has superlative beauty, and unique ecosystems concentrated in 16 pieces of protected land parcels that constitute the park.

iSimangaliso submitted a proposal on behalf of the communities living inside and adjacent to the park to the programme called “Global Environmental Facility (GEF 7)”, the project is based on developing the Biodiversity Economy Node (BEN) for the benefit of people living within or adjacent to the protected areas. This project also supports the expansion of protected areas through the biodiversity stewardship programme.

OBJECTIVES OF THE GEF 7 PROJECT:

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- To promote investments in building biodiversity economy nodes for community stewardship and livelihoods, growing the wildlife economy nationally to enhance communities' stake in wildlife conservation, improve community engagement, consultation, and participation.
- To build biodiversity economy nodes for community stewardship and livelihoods to:
 - improving stakeholder coordination,
 - channelling funding and technical assistance to SMME development to improve economic activity and create jobs
 - improve benefit sharing by local communities through strengthened governance models
 - expand the Protected Area (PA) estate through South Africa's biodiversity stewardship programme
- To support multi-stakeholder coordination platforms to develop and/or strengthen a shared vision for biodiversity economy nodes on land use and economic development, includes financial and technical support to be provided to selected SMMEs.
- To improve the benefit sharing of the Biodiversity Economy within each of the project nodes, with the communities that live in and around the PAs, by:
 - supporting equity ownership by communities in anchor investments
 - improving the governance capacity of communities
 - providing capacity building to strengthen leadership capacity of communities, and
 - including a targeted effort to build women's leadership roles.
- To support communities to participate in biodiversity stewardship agreements and expand land under conservation in the nodes, including:
 - Facilitation of the biodiversity stewardship process, including consultation, negotiation, and declaration of a new conservation area or PA; and
 - Facilitation of discussions on potential economic activities post- declaration for income generation and ecosystem management, and development of a sustainability plan.
- To grow the biodiversity economy nationally to enhance communities' stake in wildlife conservation.

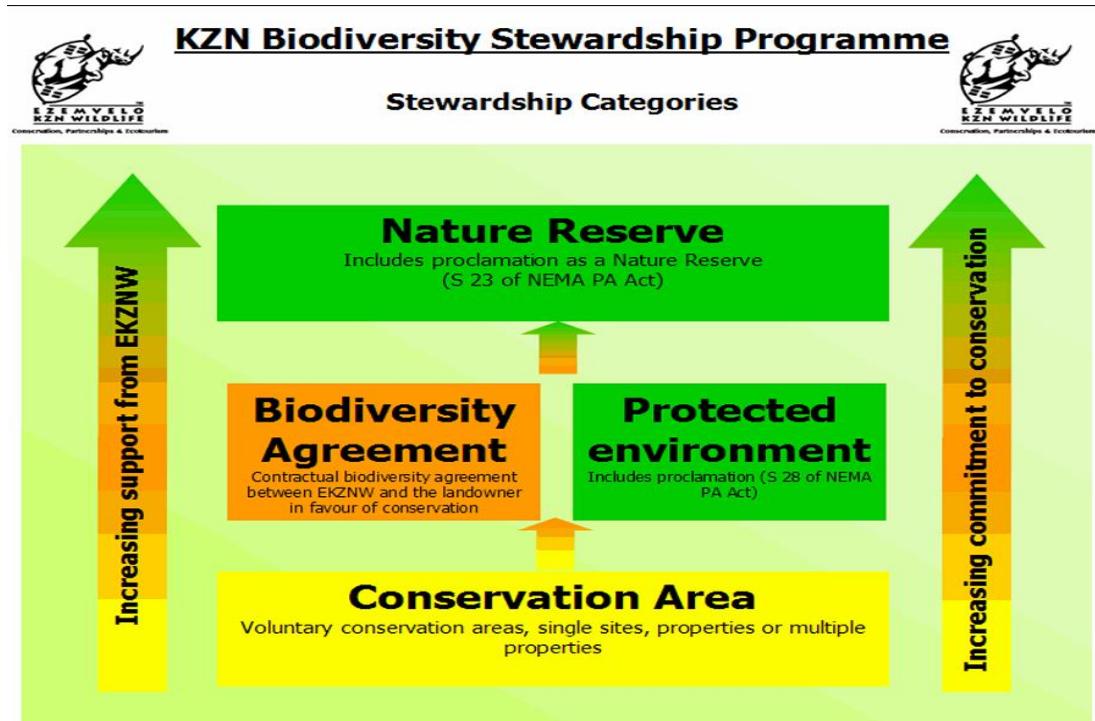
BIODIVERSITY STEWARDSHIP PROGRAMME

Biodiversity stewardship is an approach to securing land in biodiversity priority areas through entering into agreements with private landowners, Community Property Associations (CPA's) and the occupiers of communal land, led by conservation authorities and supported by conservation NGOs. The objective of biodiversity stewardship is to conserve and manage biodiversity priority areas through voluntary agreements with landowners and communities. This may involve formal protection, management and restoration of terrestrial and aquatic ecosystems. Importantly, biodiversity stewardship contributes to several broader goals:

- Conserving a representative sample of biodiversity
- Involving landowners and communities as stewards of biodiversity
- Supporting the biodiversity economy, especially in rural areas

- Rehabilitating and maintaining ecological infrastructure
- Encouraging climate change adaptation and ecosystem-based mitigation
- Supporting sustainable development

BIODIVERSITY STEWARDSHIP CATEGORIES



BIODIVERSITY STEWARDSHIP PROCESS

Phase 1: Site identification and initiation of landowners' interactions

Phase 2: Biodiversity assessment and preview of the property

Phase 3a: Contract negotiations and draft management plan

Phase 3b: EKZNW internal approval and costs analysis

Phase 4: MEC submission for formal proclamation

Phase 5: Provide support to the protected area annual audit

OBJECTIVES OF THE BIODIVERSITY ASSESSMENT

Biodiversity assessment (Phase2) is critical for understanding the ecological value of the proposed stewardship areas/sites, identifying species of conservation concern, and providing data to inform sustainable management practices

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and conservation planning. The biodiversity site assessments are required to determine the biodiversity value of each site identified on Table 1 to inform the protected area category for which the site qualifies.

The purpose of the biodiversity assessment is to:

- Document the biological diversity of the proposed stewardship area, including flora, fauna and ecosystems.
- Identify species and habitats of conservation concern.
- Evaluate the ecological health of the area.
- Determine whether the proposed stewardship area warrants incorporation into the Stewardship Programs.
- Establish the preferred stewardship category.
- Inform the process of developing a management plan for the proposed stewardship areas.
- Provide baseline data to support stewardship programs, environmental management plans including recommendation for biodiversity enhancement, and conservation strategies.
- Identify potential threats to biodiversity and suggest mitigation measures.

STUDY AREA OR AREA TO BE ASSESSED

iSimangaliso Wetland Park is located in the northern east side of the province of KwaZulu-Natal, traversing in the two districts municipalities uMkhanyakude and King Cetshwayo. iSimangaliso Wetland Park encompasses the entire coastline from Mapelane to Kosi Bay. The boundary of iSimangaliso was extended on the marine side, increasing its size to 1 072 965ha, making it South Africa's second largest protected area. As a protected area, iSimangaliso supports the expansion of protected areas throughout the country. On this initiative, iSimangaliso is working with landowners in the two districts to support the expansion of protected areas through biodiversity stewardship program.

The two districts are rural districts, with land ownership held by the Traditional Leaders or Councils. To this end, engagements have been done with different Traditional Councils on biodiversity stewardship, and the feedback is positive with a lot of requests for assistance to participate in the biodiversity stewardship program. To date, five Traditional Councils have requested to participate in the biodiversity stewardship process and to have their areas assessed. **Figure 2** below shows the boundary of iSimangaliso, the 5 local municipalities within iSimangaliso, namely, uMfolozi, iNkosi uMtubatuba, Big 5 Hlabisa, Jozini and uMhlabuyalingana and the Traditional Councils working with iSimangaliso.

MPA Changes

Expansion of the Marine Protected Area (MPA) effective August 2019, making it the country's largest MPA

Old MPA: LWM seawards to 3 n.mi offshore
Area = 82 500 ha



New MPA: Southward extension 12.5 km, Offshore extension 20 – 45 n.mi
Area = 1 072 965 ha, No sanctuary zone



Figure 1: Maps of iSimangaliso

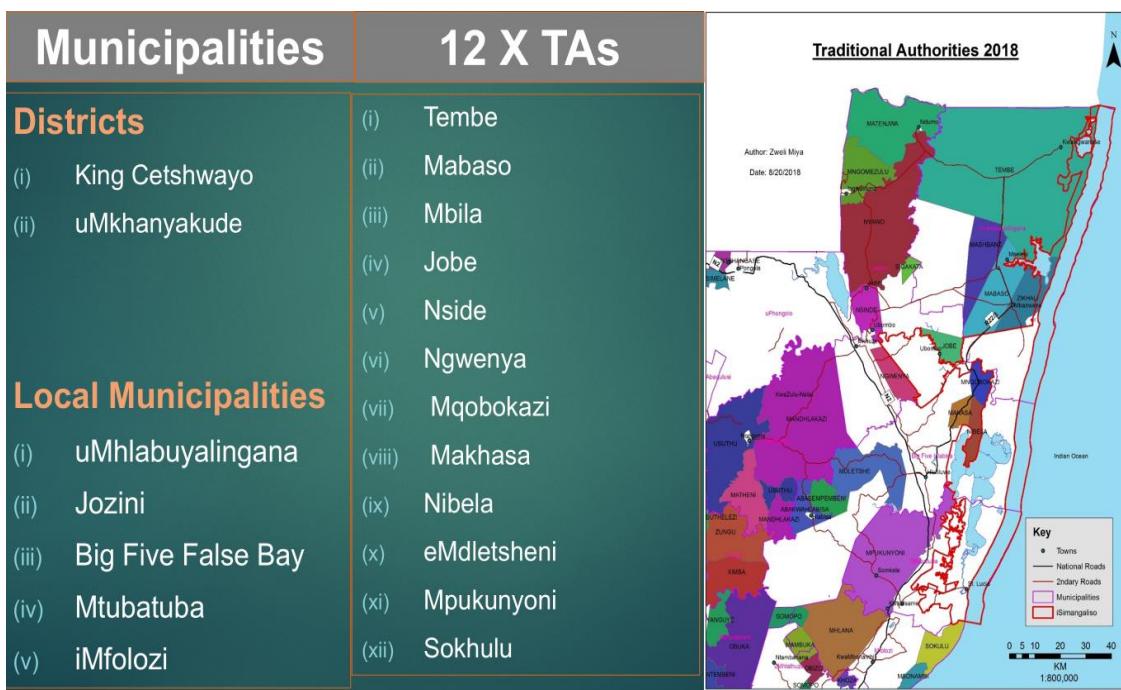


Figure 2 Maps of the Traditional Authorities/council and Municipalities

APPROACH, SCOPE OF WORK AND DELIVERABLES

THE SCOPE OF WORK

Conduct a desktop analysis of the proposed sites and produce the following maps

- Satellite map of each proposed site

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- Map showing land use and land cover
- Map showing the topography and relevant environmental features
- Map showing vegetation type and distribution
- Map showing ecosystems found and species
- Map with key sensitive biodiversity/ ecosystems, and its distribution.

Biodiversity data collection/field work

- Review existing literature, reports, and studies on biodiversity of the project area or the study area.
- Reviewing existing literature on the biodiversity status of the proposed sites and gather any available and relevant information (photographs, site maps, GIS data, climate data and other previous environmental assessments)
- Conduct onsite vegetation assessment (identification of vegetation species and their habitats) using appropriate methodologies for sampling and collecting plant materials such as quadrats and transects.
- Conduct wildlife survey (identification animal species found on the sites including birds, reptiles, amphibians, mammals and invertebrates.) using appropriate methodologies for sampling and observations such as camera traps, audio recordings, traps etc.
- Collect and analyze data on species abundance, distribution and ecosystem conditions of all proposed sites
- Identification of any sensitive fauna and flora species
- Assess ecological functions and ecological processes that are found on the sites
- Assess any significant land features including indigenous vegetation, cultural/heritage significance or rare flora and fauna

Threat assessment/impact assessment

- Assess if there are potentially threatened ecosystems, locally important habitats, threatened or endangered species.
- Assess current and potential threats to biodiversity, including habitat destruction.
- Assess cumulative impacts with other projects (tourism, commercial agriculture etc.)
- Assess and determine hectares of vegetation that may be impacted as a result of proposed investments, (i.e., infrastructure development, etc), if applicable to the proposed stewardship site.
- Make recommendations on methods to minimize negative impacts and possible enhancements of the biodiversity and propose a monitoring and measurement plan to assess the effectiveness of the mitigations and enhancements as part of the EMP.
- Provide recommendations on caring capacity on wildlife species, triggers and controls

Data Analyses and outcomes

- Analyze collected biodiversity data to identify trends, climates trends, species abundance, areas of significance conservation value.

- Determine the ecological integrity of the proposed sites.
- Determine the stewardship category of each proposed site.

Reporting and documentation

Prepare a clear and concise biodiversity report, including

- The overview of the study area and the methodology
- Report on the identified species and habitat of important value
- Report on ecological functions and ecological processes
- Report on any sensitive, threatened and endangered species (flora and fauna) and ecosystems
- Report on treats or impacts on the biodiversity of the proposed sites
- GIS maps showing key biodiversity areas, species distribution, and ecological zones.
- site assessment results to the iSimangaliso Wetland Park Authority review panel and the (BDWG),
- final biodiversity report to the Ezemvelo KZN Wildlife and iSimangaliso Wetland Park Authority for evaluation
- stewardship application forms and facilitate site scoring to determine stewardship category,
- Full Biodiversity Assessment report must also include inter alia.
 - Property description and ownership details.
 - Boundary issues that require attention.

NB: Establish a file and record for each stewardship site containing all relevant documentation including shapefiles and assessment information and submit it to iSimangaliso. Ensure that shapefiles for each site correspond with the cadastral boundaries.

There are several sites identified for the biodiversity assessment within the iSimangaliso node, including, Nibela, Tembe, Ngwenya, Nsinde and Hlabisa. Additional sites will be added as time progresses. Total number of hectares to be assessed is 10 000 Ha.

DELIVERABLES AND SCHEDULE FOR COMPLETION OF TASKS

The service provider will be expected to deliver the following:

- Proposal detailing chosen methodology, work plan with time frame and costs.
- GIS maps and spatial data for all biodiversity features identified.
- Progress reporting to the management authorities Authority (Ezemvelo KZN Wildlife and iSimangaliso Wetland Park Authority respectively).
- Submission of draft reports to the Management Authorities (Ezemvelo KZN Wildlife and iSimangaliso Wetland Park Authority respectively) for reviewing.
- Amend drafts report incorporating feedback from the Management Authorities (Ezemvelo KZN Wildlife and iSimangaliso Wetland Park Authority respectively) accordingly.
- Submit Environmental Management plans for the proposed sites to the Management Authorities (Ezemvelo KZN Wildlife and iSimangaliso Wetland Park Authority respectively).
- Compilation and submission of the final draft to the Management Authority (Ezemvelo KZN Wildlife and iSimangaliso Wetland Park Authority respectively).

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ACTIVITY	EXPECTED OUTPUT	TIMEFRAME
Appointment of consultant	Signed contract	
Inception meeting with iSimangaliso GEF 7 project team	Inception meeting to confirm approach and deliverables	Inception report and Project Implementation plan with milestone a week after signing the contract.
Conduct desktop assessment of the proposed study area	<ul style="list-style-type: none">Maps of each site.Orthophoto (or satellite image), with rivers and roads.Landcover map.Map of the vegetation types occurring on the site with hatched transformation layer overlaid.Map of the distribution of priority species and ecosystems.	Approximately four weeks after signing the contract.
<ul style="list-style-type: none">Schedule and communicate dates for field visits for each stewardship site.Engage relevant stakeholders about the planned field assessmentConduct on-site biodiversity surveys.Data collection on species, habitat, vegetation type and condition, ecological processes, ecosystem services, alien invasion etcAnalyze biodiversity data to identify trends, species richness, and areas of high conservation value	<ul style="list-style-type: none">A finalized schedule, with dates for field visits and plan of engagement with all key stakeholders, that is clearly communicated to all relevant parties.Collection of comprehensive, high-quality field data on biodiversity, including species presence, habitat condition, and other ecological factors.A detailed dataset on species diversity, habitat types, vegetation conditions, ecological processes, and ecosystem services.	Three weeks after signing of contract.
Analyze and present biodiversity site assessment results.	<ul style="list-style-type: none">PowerPoint presentation.Assessment forms and related shapefiles.Draft landowner notification letters	Approximately four weeks after the signing of contract.

Compile a comprehensive biodiversity assessment report	• Draft report	Eight weeks after signing the contract.
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COMPETENCIES REQUIRED

The appointed consultant will be required to have the following competencies

- Extensive experience in conducting biodiversity assessments
- Knowledge in implementing biodiversity stewardship projects
- Knowledge and understanding the history and core values of iSimangaliso Wetland Park, including iSimangaliso Wetland Park Authority's socio-economic relationship with communities living within and adjacent of the park.
- Knowledge and understanding of the National Environmental Management Act (NEMA), National Environmental Management: Biodiversity Act (NEM: BA), National Environmental Management: Protected Areas Act (NEM: PAA), National Water Act (NWA) and other relevant legislative and legal frameworks to the stewardship projects
- Ability to engage with local community groups i.e. landowners, community leaders, general community members and other key stakeholders
- Good Communication skills (ability to articulate various local languages will be an added advantage).
- Must have some knowledge and understanding of the location of the proposed areas (this would be an added advantage)
- Experience with developing Environmental Management Plan / Integrated Management Plan.
- Proven experience with environmental compliance with environmental legislations.
- Technical skills in developing and analyzing GIS data, research data and surveys.
- Must have a working team that fully understands and have experience working on sensitive environments and who understand relevant environmental legislation and legal frameworks.

KEY POSITIONS, QUALIFICATIONS AND EXPERIENCE REQUIRED

The service provider is to provide a list of key experts required to deliver on the said activities. The table below has been populated to provide guidance on the Key Positions for this assessment, however the service provider may modify it based on the assignment delivery approaches and methodologies. Bidders may propose their team on a separate annexure with the required expertise necessary to complete the project (individuals with all required expertise OR multiple experts required for the assignment).

Key position	Area of expertise required	Qualification and professional experience
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Project leader	Biodiversity Conservation and Stewardship Ecological Surveys and Species Identification GIS Mapping and Spatial Analysis Knowledge of relevant legislation and policy Project Management	<ul style="list-style-type: none">Postgraduate (Masters) qualification in Environmental Science, Ecology, Environmental Management, Environmental Planning and Development, Conservation Biology or a related field.A minimum of 5 years' experience in conducting biodiversity assessments.Proficiency in GIS for spatial data analysis, mapping biodiversity assets, and producing comprehensive maps for decision-makingCompulsory registration with a relevant professional body (South African Council for Natural Scientific Professions – SACNASP).Familiarity with South African environmental laws (NEMBA, NEM: PAA) and stewardship frameworks, including guidelines for protected areas and conservation agreements.Experience in leading biodiversity assessment projects, including team coordination, report writing, and managing timelines.
Team/Staff members	Biodiversity Conservation and Stewardship Knowledge of relevant legislation and policy Report Writing and Communication Skills	<ul style="list-style-type: none">Postgraduate qualification (Honours) in Environmental Science, Environmental Management, Environmental Planning and Development, Ecology or related.3-5 years of direct experience in assessing biodiversity on stewardship or similar conservation sites in South Africa.Proficiency in GIS for spatial data analysis, mapping biodiversity assets, and producing comprehensive maps for decision-makingAbility to compile detailed biodiversity reports, including baseline assessments, species lists, and recommendations for biodiversity management

Section 1: Functionality Criteria	Weighting Score	Maximum Points Achievable
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Qualifications and Registration: Team Leader Registration with South African Council for Natural and Applied Sciences Professionals (SACNASP)		15
<ul style="list-style-type: none"> Masters in Environmental Science and above or equivalent with Proof of Registration with South African Council for Natural and Applied Sciences Professionals (SACNASP) plus minimum five years' experience outlined on CV. 	15	
<ul style="list-style-type: none"> Honours in Environmental Sciences or equivalent with Proof of Registration with South African Council for Natural and Applied Sciences Professionals (SACNASP) plus minimum five years' experience outlined on CV. 	10	
<ul style="list-style-type: none"> Degree in Environmental Sciences or equivalent with Proof of Registration with South African Council for Natural and Applied Sciences Professionals (SACNASP) plus minimum five years' experience outlined on CV. 	5	
Qualification and Registration: Team Member/s Registration with the Environmental Assessment Practitioners Association of South Africa (EAPASA).		15
<ul style="list-style-type: none"> Masters in environmental science and above or equivalent with proof of Registration with the Environmental Assessment Practitioners Association of South Africa (EAPASA) plus minimum three years' experience outlined on CV/s. 	15	
<ul style="list-style-type: none"> Honours in Environmental Sciences or equivalent with proof of Registration with the Environmental Assessment Practitioners Association of South Africa (EAPASA) plus minimum three years' experience outlined on CV/s. 	10	
<ul style="list-style-type: none"> Degree in Environmental Sciences or equivalent with proof of Registration with the Environmental Assessment Practitioners Association of South Africa (EAPASA) plus minimum three years' experience outlined on CV/s. 	5	
Historical Experience (Organization) 10 Points per reference letter		50
Proof of similar work in the past 10 years		
<ul style="list-style-type: none"> 2 reference letters 	20	
<ul style="list-style-type: none"> 3 reference letters 	30	
<ul style="list-style-type: none"> 4 reference letters 	40	
<ul style="list-style-type: none"> 5 reference letters and above 	50	
NB: Reference letters on company letterheads signed by the client		
OVERALL COMBINED POINTS		20

iSIMANGALISO WETLAND PARK AUTHORITY**REQUEST FOR QUOTATION****Section 2: Methodology and Proposal**

Proposed project plan and methodology	<p>The service provider should provide a working programme with a brief description of approach, methodology and deliverables.</p> <p>The methodology should clearly outline how the service provider will accomplish the following:</p> <p>Conduct desktop assessment of the proposed stewardship sites.</p> <p>Schedule and communicate dates for field visits for each stewardship site.</p> <p>Engage relevant stakeholders including the planned field assessment.</p> <p>Conduct on-site biodiversity surveys.</p> <p>Data collection on species, habitat, vegetation type and condition, ecological processes, ecosystem services, alien invasion etc.</p> <p>Analyze biodiversity data to identify trends, species richness, and areas of high conservation value.</p> <p>Analyze and present biodiversity site assessment results.</p> <p>Compile a draft comprehensive biodiversity assessment report.</p> <p>Compile a final comprehensive biodiversity assessment report.</p>	20	20 Points =	The methodology is more than comprehensively described and provides detailed information regarding the relevant aspects of the project and exceeds the expectation
			15 Points =	The methodology is satisfactory and meets the requirements and provides information regarding the relevant aspects of the project and has comprehensive information.
			10 Points =	The methodology is very briefly described and provides little information regarding the relevant aspects of the project.
			5 Points =	The methodology is poorly described and/or does not provide any information regarding the relevant aspects of the project.
			0 Points =	There is no methodology supplied

NB: A minimum of 75 points is required to be considered on the next stage.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFQ	CLOSING DATE:	10 February 2026	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF SPECIALIST : SERVICE PROVIDER TO CONDUCT BIODIVERSITY ASSESSMENT FOR COMMUNITIES ADJACENT TO THE ISIMANGALISO WETLAND PARK AUTHORITY UNDER GEF 7 PROJECTS FOR 12 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<p>The iSimangaliso Wetland Park Authority Offices, Dredger Harbour, St Lucia, 3936, Approximately 25 KM from Mtubatuba Town GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032 Or email: bids@isimangaliso.com</p>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bids Representative		CONTACT PERSON		
TELEPHONE NUMBER	035 590 1633		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	bids@isimangaliso.com		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

iSIMANGALISO WETLAND PARK AUTHORITY**REQUEST FOR QUOTATION**

1.1.1.1	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes No [IF YES ENCLOSE PROOF]	1.1.1.2	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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REQUEST FOR QUOTATION

BIDDER'S DISCLOSURE

SBD4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and

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.

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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

Environmental Record

I /We, the undersigned _____ hereby declare

Please delete the statement which does not apply:

we have not committed any offence in the Park or been issued with any notices alleging a breach of any Park Rules or environmental legislation;

alternatively

we have committed the following offences and have breached the following Park Rules:

- 1.
- 2.
- 3.
- 4.

THUS DONE AND SIGNED AT _____ on this _____ day of 202__ in the presence of the attesting witnesses.

WITNESSES

1. _____
2. _____

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SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
--------------	-----------	--------------

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local Service Provider (Umkhanyakude or King Cetshwayo District Municipalities)	2	4	N/A	
At Least 51% Black Owned	2	4	N/A	
At Least 51% Woman Ownership	2	4	N/A	
At Least 51% Youth Ownership	2	4	N/A	
At Least 51% of People Living with Disabilities	2	4	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

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	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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.**

**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

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REQUEST FOR QUOTATION

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

—

(Name of Institution)

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

I certify, on behalf of: _____ that:

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(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid 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 bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

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 consortium³ 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;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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 bid invitation relates.

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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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

CONTRACT FORM - RENDERING OF SERVICES

SBD 7.2

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;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (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.
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

WITNESSES

1

2

DATE:

iSIMANGALISO WETLAND PARK AUTHORITY

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NAME OF FIRM

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.

1.2 DESCRIPTION OF 1.3 SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
~

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

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;

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

3. DURATION OF AGREEMENT

- 3.1 The agreement shall commence on the signature date and endure for a period of _____ months plus any further period at the sole discretion of iSimangaliso, but not exceeding 12 months, unless terminated in terms of the Agreement or as follows:
- 3.2 The cancellation or termination of this Agreement shall be in accordance with paragraph 4 below.

4. TERMINATION OR CANCELLATION

- 4.1 Either party wishing to terminate this Agreement, either in whole or in part, must provide the other Party with at least 90 (ninety) calendar days' prior written notice signed by a duly authorised signatory
- 4.2 Subject to clause 4.1 of this agreement, iSimangaliso may terminate this agreement in the event that the Service Provider fails to comply with, or fails to remedy on-compliance, notwithstanding iSimangaliso's notice to the Service Provider to remedy the failure, or the terms and conditions contained in clause 3.1
- 4.3 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.

5. PAYMENT OF SERVICES

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

6. CESSION, ASSIGNMENT AND SUBCONTRACTING

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

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

7. LICENSES AND COPYRIGHT

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

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

8. CONFIDENTIAL INFORMATION

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

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

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

9. FORCE MAJEURE

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

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

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

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

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

10. DISPUTE RESOLUTION

10.1 Any dispute between the Parties in regard to the interpretation of this Agreement; the effect of this Agreement; the Parties' respective rights and obligations under this Agreement; or a breach of any matter arising out of this Agreement, shall in the first instance, be referred to the Parties' respective representatives, who shall attempt to resolve the dispute amicably between themselves within 5 days of the dispute arising, and if the dispute is still unresolved, then, in the second instance, be referred to the CEO who shall attempt to resolve the dispute with the chief executive officer of the Service Provider who shall make himself available in St Lucia, within 10 days of the dispute arising, and if it still remains unresolved, then as a last resort, be submitted to arbitration in the manner set out in this Clause **Error! Reference source not found.**

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

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

agreed between the Parties; any other matter, a suitably qualified and experienced independent person, to be agreed between the Parties.

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

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

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

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

11. BREACH

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

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

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

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

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

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

12. PUBLIC LIABILITY INSURANCE

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

13. LIMITATION OF LIABILITY

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

14. GENERAL

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

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

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

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

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

15. DOMICILIUM AND NOTICES

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

The iSimangaliso Authority:

CEO

iSimangaliso Wetland Park Authority

Private Bag X05 St Lucia

3936

Telefax: (035)590-1601

The Service Provider:

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

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

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

15.5 The Parties shall be entitled at any time to change their addresses for the purposes of this Clause **Error! Reference source not found.** to any other address

16. COSTS

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

17. SIGNED

For the iSimangaliso Authority

Signature: _____

Full Name: _____

Designation: _____

Date: _____

Witness #1: _____

Witness #2: _____

for the Service Provider:

Signature: _____

Full Name: _____

Designation: _____

Date: _____

Witness #1: _____

Witness #2: _____

AUTHORITY TO SIGN A BID/QUOTATION

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

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

.....
(Name of Company)

IN HIS/HER CAPACITY AS:

.....
SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

SIGNATURE DATE

C PARTNERSHIP

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

Full name of partner Residential address Signature

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

SIGNATURE

SIGNATURE

SIGNATURE

DATE

DATE

DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a 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.....

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

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

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

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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General Conditions of Contract

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

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading

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

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

15.5 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.6 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and

with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (iii) the name and address of the supplier and / or person restricted by the purchaser;
- (iv) the date of commencement of the restriction
- (v) the period of restriction; and
- (vi) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti- dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier,

provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

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

28. Limitation of liability

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

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

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

29. Governing language

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

General Conditions of Contract (revised February 2008)

Declaration

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

Name: _____

Position: _____

Signature: _____

SBD 3.3**PRICING SCHEDULE**

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

ITEM NO.:	DESCRIPTION	BID PRICE IN RSA CURRENCY
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.....	R.....
-------	-------	--------

**(ALL APPLICABLE TAXES INCLUDED)

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

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

R.....

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
------------------------	-------------	------------

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

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

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

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

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

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

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT

----- R.....

----- R.....

----- R.....

----- R.....

TOTAL: R.....

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

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

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

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.

.....

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*[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:

