



INVITATION TO BID

BID NUMBER:	EKZNW 02/2022/23
DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:	HIRE OF HELICOPTER COMPLETE WITH PILOT FOR THE CAPTURE AND MANAGEMENT OF GAME FOR A THREE-YEAR PERIOD
COMPULSORY BRIEFING SESSION DATE & ADDRESS:	Date: 09 May 2022 Time: 10:00am Venue: Theatre Hall, Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park 1 Peter Brown Drive Montrose, Pietermaritzburg 3202
CLOSING DATE AND TIME:	25 May 2022 11:00am
BID VALIDITY PERIOD:	120 working days (commencing from the Closing Date)
BID DOCUMENTS DELIVERY ADDRESS:	Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park No. 1 Peter Brown Drive Montrose, Pietermaritzburg 3202

NAME OF BIDDER:	
BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED:	R
BIDDERS SIGNATURE:	

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

BID No: EKZNW 02/2022/23

Goods/Service: Hire of helicopter complete with pilot for the capture and management of game for a three-year period

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ____/____/____

Name of Public Entity Representative
(PRINT NAME)

Official Stamp with Signature

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE							
BID NUMBER:		EKZNW 02/2022/23		CLOSING DATE:		25 May 2022	
				CLOSING TIME:		11:00	
DESCRIPTION		HIRE OF HELICOPTER COMPLETE WITH PILOT FOR THE CAPTURE AND MANAGEMENT OF GAME FOR A THREE-YEAR PERIOD					
BID RESPONSE DOCUMENTS MUST BE SUBMITTED BY E-MAIL TO:							
Ezemvelo KZN Wildlife, Head Office							
Queen Elizabeth Park							
No. 1 Peter Brown Drive, Montrose							
Pietermaritzburg, 3202							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		Sthabiso Sithole		CONTACT PERSON		Jeff Cooke	
TELEPHONE NUMBER		033 845 1225		TELEPHONE NUMBER		082 452 7887	
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		Sthabiso.Sithole@kznwildlife.com		E-MAIL ADDRESS		Jeff.Cooke@kznwildlife.com	
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE			NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE			NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
		☐ Yes ☐ No				☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

All prices quoted in this Bid document must be in South African currency (ZAR) and be inclusive of all applicable taxes.

ITEM NO.	DESCRIPTION	ESTIMATED HOURS PER YEARS	Rate per hour	Total value
1.	Hire of Helicopter Complete with Pilot for the Capture and Management of Game – Year 1	230 hours		
2.	Hire of Helicopter Complete with Pilot for the Capture and Management of Game – Year 2	230 hours		
3.	Hire of Helicopter Complete with Pilot for the Capture and Management of Game – Year 3	230 hours		
VAT AT 15%				
GRAND TOTAL (QUOTE PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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:

.....

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.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

GENERAL CONDITIONS OF BID

Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter.

1. Definitions and Interpretations

- 1.1 "Employer" shall mean The KwaZulu Natal Nature Conservation Board (Herein after referred to as the Board)
- 1.2 Employer's representative shall be: - Mr Ntsikelelo Dlulane – Acting Chief Executive Officer, Telephone No. - (033) 845 1512.

2. Issuing of Documents and Cost of Bidding

The Employer will not reimburse bidders for any expenses incurred in the preparation of the bids and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

3. Bid validity period

Unless a longer period is stipulated, all bids must remain binding for a minimum period of (120) working days **(excluding weekends and holidays)** from the date of the bid closing date.

4. Submission of Bids

The bid shall be signed by a person duly authorized to do so. Bids submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorized to represent, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning. It shall state which of the signatories the lead partner is and whom the employer shall hold liable for the purpose of the bid offer.

A Bid submitted by:

- a) A registered Company may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorizing the Bid to be made and the signatory to sign the bid on the Company's behalf;
- b) A registered Close Corporation may not be considered unless accompanied by written authority from all the signatory members of the Close Corporation authorizing the bid to be made and the signatory to sign the bid on the Close Corporation's behalf;
- c) A Partnership may not be considered unless duly signed by all partners or more parties duly authorized thereto to Power of Attorney by the parties, copy of which should accompany this bid document;
- d) A trust may not be considered unless duly signed by all trustees authorizing the bid to be made and the signatory to sign the bid on the Trust's behalf.

Bids are to be submitted in a sealed envelope addressed to the Supply Chain Manager and must be placed in the bid box. This envelope should be endorsed with the following:

- **Bid Number:** EKZNW 02/2022/23
- **Description of Services:** Hire of helicopter complete with pilot for the capture and management of game for a three-year period
- **Closing date:** 25 May 2022

The employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

Failure to identify the envelope with the relevant and individual bid reference number may lead to the bid being disregarded. The envelope shall not contain documents relating to any bid other than that shown on the envelope

No bid submitted by post, fax or other electronic means will be considered. Bids sent, via courier services will only be accepted if placed into the Bid Box. It is the Bidder's responsibility to ensure that this is done.

A specific bid box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

The employer shall return bid offer received after the closing time stated in the advertisement, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

Bids must be submitted on the documentation provided by the Ezemvelo KZN Wildlife (original bid documents). Submitting a copy of the original bid document will invalidate your bid.

5. Notices to Bidders

Prior to the date for submission of bids, the Employer's Representative may issue notices to bidders in the form of circulars/addenda or modify the bid documents. A copy of each notice will be issued to every Bidder, who shall duly acknowledge receipt thereof. The "Notice to Bidder" circulars shall become part of the bid documents, and shall be signed by the Bidder and submitted with other bid documents.

6. Amendments to Bid by Employer

The Employer will adjust arithmetical errors in the extension of rates and totals in the bid and the Bidder will be informed of the effect of any corrections on its bid sum prior to the award of the contract. In such cases the unit will be taken as being correct.

7. Bidder to satisfy itself as to Conditions and Circumstances of Bid

The Bidder shall be deemed to have satisfied itself as to all the conditions and circumstances affecting the bid, **including the physical aspects of working areas**, and by the submission of a bid will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Bidders are advised to check the number of pages and to satisfy themselves that none are missing or duplicated. No liability whatsoever will be recognised by KZN Wildlife in regard to any claim thereof.

8. Alternative Bids

Bidders who submit alternative bids may do so only after having submitted bids strictly in accordance with the Technical Specification, Scope of Work and Price Schedule. Should the Bidders wish to offer any alternative it shall state such alternative fully in covering documentation attached to its bid. Such documentation shall include a fully priced Price Schedule and precise details of such offer and any change in financial, constructional, maintenance or other risk between the base offer and the alternative.

9. Qualification of Bids

Bids which are qualified may be rejected and all other things being equal, will lead to rejection of the qualified bid in favour of any other non-qualified bid.

10. Offering of a Commission or Gratuity

If the Bidder, or any employee, is found to have either directly or indirectly offered, promised or given to any office bearer of the Employer any commission, gratuity, gift or other consideration, the Employer shall have the right to disqualify the bid and cancel any existing contracts without paying any compensation to the Bidder.

11. Method of Award

The Employer may award any contract to any one or more Suppliers at its discretion. The basis for any adjudication will be on consideration of a combination of the price/rates offered, functionality/technical and commercially acceptable bid(s). Black Economic Empowerment Achievements will also be taken into account.

12. Acceptance of Bid

The lowest, or any bid will not necessarily be accepted and the Employer reserves the right to accept any bid either in whole, or in part or to withdraw.

Notification of acceptance of bid (an award of a contract) will be in writing signed by or on behalf of the Chief Executive Officer of the KZN Wildlife. Oral advice on the acceptance of a bid will not constitute any obligation towards, nor a contract between, a bidder and KZN Wildlife.

13. Rejection of Bids

Any bid which does not comply with the Conditions of Bid may be regarded as incomplete and may be rejected.

14. Ownership of Documentation

All documents relating to the bid remain the property of the Employer and a copy of the contract will be sent to

the successful Bidder.

15. Undertaking in Event of Withdrawal of Bid.

Should the Bidder withdraw its bid during the specified period for which it holds good, or if when notified that its bid has been accepted, fails to provide the security required under this contract within the period stipulated in the contract, it shall pay to the Employer upon demand any increased amount between the breached bid and the bid that the Employer finally accepts, without prejudice to any other rights which the Employer may have in law against the Bidder.

The Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under any other contract, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfillment of any other Contract between the Employer and the Bidder. Pending the ascertainment of the amount of the Bidder's liability to the Employer in terms of this Conditions of Bid, the Employer may retain such monies, guarantee or deposit as security for any loss which the Employer may sustain by reason of the Bidder's default.

16. Precedence of Documentation

Should there be a conflict within the contract documentation, the following shall be order of precedence:-

1. Form of Agreement (Contract)
2. Technical Specification/Terms of Reference
3. Price Schedule
4. Special Conditions of Contract
5. General Conditions of Contract
6. General Conditions of Bid

17. Alterations or Corrections

No unauthorised alteration or addition shall be made to the Agreement, Price Schedule, or any portion of the original text in the Bid Documents. If such addition or alteration is made, or if the Price Schedule is not properly completed, the Bid may be rejected.

Any amendment or correction in the Bid document of bided amount/sum/rate or other entry must be affected only by deleting the incorrect entry and writing the correct amount/sum/rate/entry just above it in **INK**. Each and every amendment/correction must be initialed by all signatories to the Bid.

The use of "TIPPEX" correcting fluid or any other similar substance to make corrections and/ or alterations **ANYWHERE** in the Bid Document is **NOT** permitted and any Bid altered/amended in such a manner may be declared invalid. The use of any erasable ink i.e. pencil will invalidate your bid.

18. Confidentiality of Bid Documents

All recipients of the bid documents shall, whether a bid is submitted or not, treat the details of the document as private and confidential and the general content shall not be disclosed or discussed with third parties without the prior approval of the Employer.

19. Copyright

No part of this document and any document enclosed with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer. Copyright is reserved on specifications, system and processes contained in the document. Any person, firm, body or consultant shall be responsible jointly and severally, in their personal and corporate capacities, for any contravention of this requirement for bidding and/ or any copyright clauses contained in the document.

20. False Declarations

All information requested in this document and provided by the Bidder is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts will be viewed in a serious light by The Board, and should the true facts be established, that may disqualify the Bidder concerned.

21. Consent to Risk Analysis and Access to Information

The Bidder agrees that the Employer may use the services and records of specialists or a registered credit bureau and other suppliers for information required in the original and future assessment risk, both technical and commercial.

If the Bidder is a private or unlisted public company, close corporation, or other artificial person, then it undertakes to advise the Employer immediately in writing of any agreement concluded for the change of its shareholding, membership or ownership. In such event (or if the Bidder fails to advise the Employer as required in terms hereof), the Employer reserves the right to re-assess any risk.

22. Prices quoted in bid documents

All prices quoted in bid documents must be in South African currency and be inclusive of Value-Added Tax. Unless the price is broken down into separate components of (a) net price,(b) total price,(c) total price (i.e. including the tax consideration), the price quoted on a document will be DEEMED inclusive of value – Added Tax. No bid document which has not been priced (i.e. Bid prices not inserted in the spaces on the form/s provided therefore) will be admitted.

23. Compulsory meeting (If applicable)

Confirmation of attendance of compulsory inspection will be recorded on site. Non-attendance of compulsory site inspection/information/clarification meeting will invalidate your bid. Late entries will not be allowed. Bidder must be represented at the meeting by a person who is suitably qualified and experienced to comprehend the implications of the work.

24. Tax Clearance Certificate

A Valid Original Tax Clearance Certificate (or in the case of a Joint Venture, of all partners in the Joint Venture) must be submitted with the bid document.

Please note that your Tax Clearance Certificate will be verified with SARS prior to the award of this bid, you are therefore requested to ensure that your Tax Clearance Certificate is valid until the finalization.

25. Certificates

The following certificates must be provided with the bid document. If they are not provided the bidder's offer may be considered as non-responsive:

1. Company/CC/Trust/Partnership/Co-operative registration certificates
2. Joint Venture Agreement and Power of attorney in case of Joint Ventures
3. ID certificates in case of one-man concerns

26. Eligibility

A bidder will not be eligible to submit a bid if:

1. the bidder submitting the bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
2. the bidder submitting the bid is insolvent, bankrupt, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceeding in respect of the foregoing;
3. the bidder does not comply with the legal requirements stated in the Employer's procurement policy;
4. the bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capacity, personnel, experience and reputation to perform the contract.

27. Arithmetical errors

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

28. Submitting a bid offer

Bidder must submit one bid only, either as a single bidding entity or as a member in a Joint Venture to provide the whole of works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. The bid must be only in the original bid document as obtained from Ezemvelo KZN Wildlife. Copied bid document will be disregarded.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 1.1 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.
- 1.2 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

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

5. Use of contract documents and information; inspection.

- 51. 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.
- 52. 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.
- 53. 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.
- 54. 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

- 1.1. 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.

2. Performance security

- 1.1 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.
- 1.2 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.
- 1.3 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:
 3. 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
 4. a cashier's or certified cheque
- 1.4 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.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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

- 1.1 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.
- 1.2 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.

2. Delivery and documents

- 2.1 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.
- 2.2 Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- 3.1 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.

4. Transportation

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

5. Incidental Services

- 5.1 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.
- 5.2 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.

6. Spare parts

- 6.1 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.

7. Warranty

- 7.1 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.
- 7.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 7.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

8. Payment

- 8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 8.2 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.
- 8.3 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.
- 8.4 Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

- 9.1 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.

10. Contract amendments

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

11. Assignment

- 11.1 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.

12. Subcontracts

- 12.1 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.

13. Delays in the supplier's performance

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

14. Penalties

- 14.1 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.

15. Termination for default

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.

15.5 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.

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

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

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

15.7 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.

16. Anti-dumping and countervailing duties and rights

16.1 When, after the date of bid, provisional payments are required, or antidumping 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.

17. Force Majeure

17.1 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.

17.2 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.

18. Termination for insolvency

18.1 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.

19. Settlement of Disputes

- 19.1 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.
- 19.2 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.
- 19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 19.5 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.

20. Limitation of liability

- 20.1 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
 - (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.

21. Governing language

- 21.1 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.

22. Applicable law

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

23. Notices

- 23.1 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
- 23.2 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.

24. Taxes and duties

- 24.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 24.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 24.3 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.

25. National Industrial Participation (NIP) Programme

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

26. Prohibition of Restrictive practices

- 26.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 26.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing 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.
2.

B. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1.
2.

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

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

.....
.....

.....
SIGNATURE

.....
DATE

D. 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 authoriseto 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

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid 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 co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.

F. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign 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 consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

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

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

G JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign 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 joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

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

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

TERMS OF REFERENCE

HIRE OF HELICOPTER COMPLETE WITH PILOT FOR THE CAPTURE AND MANAGEMENT OF GAME FOR A THREE-YEAR PERIOD

SCOPE OF WORK

This helicopter contract is required to provide a dedicated service to the game capture unit to undertake the following activities.

- Game Capture (Darting and mass capture)
- Notching and collaring,
- Snare removal and veterinary treatment
- Dehorning
- Helicopter based Contraception.
- Aerial game census work will be included in the scope of work based on a case-by-case request and only under circumstances where the required census helicopter specifications are in line with the helicopter specifications of this tender.

The service provider shall provide a service that subscribes to the following specifications.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. The service must be available for duty as determined by the game capture unit except during mandatory maintenance periods.
2. All operations must be carried out within the ambits of the South African Civil Aviation Authority Regulations and National Environmental Protected Areas Act.
3. Ensure that all times during the duration of the contract that all personnel involved in the conduct of the operations hold all necessary licenses, certificates or other qualifications for the tasks allocated to them and are of proven competence in their jobs and capable of fulfilling their roles in a proper, efficient and workmanlike manner.
4. In addition to the above the service provider must be prepared to provide a service on short notice and must be available over weekends and public holidays for emergency callouts.
5. The official base of operations will be the game capture centre in Hluhluwe Imfolozi Park.
6. There is a helicopter hangar facility on site and a single bedroomed self-contained flat for use by the pilot when undertaking official duties
7. There will be no dedicated hangar facilities when conducting overnight field operations outside of Hluhluwe Imfolozi Park.
8. Accommodation during overnight field operations will be provided, this may include camping when hutted accommodation is not available.
9. Invoicing is to clearly differentiate between ferry trips and operational flight time.
10. Ezemvelo reserves the right to disqualify any bidder that provides an aircraft or Pilot/s that are different to the details specified at the time of submitting the bid unless valid reasons can be furnished.
11. The successful bidder shall ensure that a backup service (legitimately licensed) is available for any unscheduled breakdown that may take more than 72 hours to rectify.
12. Personal transport for the pilot will not be provided.

MANDATORY TECHNICAL REQUIREMENTS

HELICOPTER REGISTRATION DOCUMENTS

1. A helicopter capable of flying 3 passengers with 2 hrs of fuel on board at sea level. The helicopter must provide direct internal communication between the pilot and all passengers during flight.

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

- Certificate of Registration,
- Certificate of Airworthiness,
- Radio Station License,
- Mass and Balance certificate.

COMPANY REQUIREMENTS

The following documents will be required:

1. Provide a minimum of two written references with contact details from clients that have used the bidding company for helicopter game capture operations.
2. Provide a minimum of two written references with contact details from clients that have used the bidding company for helicopter game census work.

PILOT QUALIFICATIONS

1. Provide a commercial pilot/s who have a valid Game Rating and the following experience:
 - Minimum of 200hrs on type
 - Minimum of 500 hrs game work experience

Bidder shall provide the following credentials of the pilot/s to be employed on the capture operation.

- A valid Commercial Helicopter License including game rating (or higher grade of license)
- Signed summary of the pilot/s logbook/s and the last 3 pages of the log book indicating total hours on Game Capture and total hours on Type
- A letter from the nominated pilot/s confirming that they are available for contract.
- A CV showing experience in game capture for each of the nominated pilots.

It is important that the pilot is competent in the capture of all game species using both mass capture and chemical capture techniques.

The changing of pilots during the contract is not advised and will require prior approval from the Board. All pilots must meet the minimum specifications listed above.

INSURANCE

- 1 The successful bidder shall provide Insurance Cover specifically covering Game Capture operations as follows

- 3rd party legal liability – Minimum of R25 million per incident.
- Personal accident insurance per seat. (3 passengers) – Minimum R1 million per seat
- Hull all risks including war and riot cover.
- Written commitment to a waiver of subrogation in respect of the hull insurance in favour of Ezemvelo.
- Written confirmation that Ezemvelo KZN Wildlife is to be indemnified with respect to any claim that arises from any loss or physical damage to the aircraft even if such damage occurs as a result of negligent acts or omissions of Ezemvelo KZN Wildlife.

If the bidder does not currently have the above required cover, they need to make an undertaking that the above requirements will be fully complied with by no later than 7 working days after the receipt of an intention to award letter from Ezemvelo KZN Wildlife. This commitment must be submitted with the tender documents in the form of a cover sheet from the intended insurers referring specifically to the tender number listed above. Failure to provide the insurance cover within the stipulated timeframe will result in the award being withdrawn.

LICENSES

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

The bidder shall provide a Certified copy of the full Air Services License document.

- 2 A valid aerial operating certificate **issued in the name of the bidding company** valid for game capture work including the nominated helicopter registration on the document.

The bidder shall provide a Certified copy of the full Aerial Operating Certificate.

MAINTENANCE

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

The successful bidder shall -

- i) maintain the helicopter.
 - ii) provide fuel and spare parts for the helicopter; and
 - iii) make prior arrangements with fuel depots regarding the supply of fuel.
- The Board shall provide transport for the delivery of fuel from the base of operations in Hluhluwe Imfolozi Park to operational sites during active capture operations only.
 - All other costs associated with transport for spare parts, engineers, general maintenance etc. must be supplied by the successful bidder.
 - Flights undertaken for routine maintenance and repairs are for the bidders account.

PRICE

Price shall be quoted on a per hour basis as an all-inclusive wet rate for each year of the contract period and shall include VAT. There will be a maximum of 230 hrs per year available for the contract period.

No price increases will be entertained during the contract period.

CONTROL AND COORDINATION

The helicopter operation shall be controlled and co-coordinated by the Board's Manager of Game Capture or other officers of the Board appointed for this purpose.

MANDATORY REQUIREMENTS

TICK WITH “X” UNDER APPROPRAITE COLUMN TO INDICATE COMPLIANCE WITH MANDOTORY REQUIREMENTS AND SUBMIT RELEVANT PROOF THEREOF:			
No.	Requirements	Comply	Non-Comply
1	Type of helicopter with certificate of registration		
2	Valid Certificate of airworthiness		
3	Valid Radio station license		
4	Valid Mass and balance certificate.		
5	Copy of valid commercial helicopter pilot license for nominated pilot/s		
6	Signed summary of the original pilot logbook indicating a minimum of 200 hrs experience on type including copies of the last three pages of the logbook		
7	Signed summary of the original pilot logbook indicating a minimum of 500 hrs experience in game capture including copies of the last three pages of the logbook.		
8	A CV indicating work experience of each nominated pilot.		
9	Provide a letter from the nominated pilot/s confirming that they are available for the contract		
10	Provide a minimum of two written references with contact details from clients that have used the bidding company for helicopter game capture operations.		
11	Provide a minimum of two written references with contact details from clients that have used the bidding company for helicopter game census work.		
12	Copy of insurance documentation (Written confirmation from insurance agents that the criteria listed under insurance section will be met)		
13	Authenticated Copy of a valid air service license issued in the name of the bidding company approved for game work services and H2 category operations		
14	Authenticated Copy of a valid aerial operator's certificate issued in the name of the bidding company approved for game work services and valid for the nominated helicopter registration		

NOTE: SUBMISSIONS THAT FAIL TO PROVIDE THE NECESSARY DOCUMENTS AND OR EVIDENCE UNDER MANDATORY TECHNICAL REQUIREMENTS WILL BE DISQUALIFIED

SCHEDULE OF WORK EXPERIENCE*Supporting documentation must be provided. The bidder is requested to furnish details of work experience for similar project undertaken. Name of company where services were rendered, Contact Person and Telephone Number	Description of Contract/Project	Value of Contract/ Project (Incl. VAT)	Duration of Contract/ Project	Date Completed or to be completed
1. _____ (Company) _____ (Contact Person) _____ (Telephone Number)				
2. _____ (Company) _____ (Contact Person) _____ (Telephone Number)				
3. _____ (Company) _____ (Contact Person) _____ (Telephone Number)				

(If space provided is insufficient, please attach an Annexure hereto)

EVALUATION CRITERIA AND METHODOLOGY

CATEGORIES	THRESHOLD
<u>STAGE 1: COMPLIANCE AND COMPLETENESS SCREENING</u> In this stage all bids received will be verified for compliance and completeness of the submitted proposal per the set of bid conditions. Bidders who comply with the listed requirements progresses to the next stage. Bidders who fails to comply with the below requirements WILL be eliminated and bidders who comply with the below progresses to the next phase. ▪ Bid documents must be properly received on the bid closing date and time specified on the invitation. ▪ Bid documents must be properly fully completed, dated, signed in ink and initial every page of the bid. ▪ Submission of the bid document must be blinded and is without tearing any pages off. ▪ Bidders must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order. ▪ In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number. ▪ 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."	100%
<u>STAGE 2: BID MANDATORY REQUIREMENTS</u> ▪ In this stage all bids received will be verified for compliance and completeness of the submitted documents per set of mandatory requirements. Bidders who comply with the listed requirements progresses to the next stage.	100%
<u>STAGE 3: PRICE</u> ▪ Bid will be awarded to a bidder that has tendered the lowest amount on condition that they have complied with the tender requirements set out in the tender document.	100%