

# iSIMANGALISO WETLAND PARK AUTHORITY

## REQUEST FOR QUOTATION

<b>Name:</b>	<b>SUPPLY AND DELIVERY OF SUN HATS AND REFLECTOR VESTS</b>
<b>Background Information</b>	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.
<b>Services to be Rendered</b>	Quotations are invited from experienced Service provider for Supply and Delivery of Sun Hats and Reflector Vests to iSimangaliso Wetland Park Authority. <b>Minimum Local Content must be in line with National Treasury's guidelines.</b>  (Textile must be 100% local produced as per DTI threshold and treasury guidelines)  <b>FOR DETAILS SEE ATTACHED TERMS OF REFERENCE.</b>

### Evaluation Criteria

- Price and BEE: 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 in the Preferential Procurement Policy Framework Act (Act number 5 of 2000)

<b>Disqualification Criteria</b>	A quote may be disqualified, amongst other things, if the Supplier, any of its members, directors, partners, or shareholders: <ul style="list-style-type: none"><li>• Does not submit any of the mandatory/standard bidding documents and other documents required;</li><li>• Is not listed on the Treasury CSD register.</li><li>• Is listed on the National Treasury restricted suppliers' database;</li><li>• Is an employee of the state</li></ul>
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# iSIMANGALISO WETLAND PARK AUTHORITY

## REQUEST FOR QUOTATION

	<ul style="list-style-type: none"><li>• has, in the opinion of the iSimangaliso Authority, attempted to exercise influence during the procurement process; or</li><li>• has colluded or attempted to collude with other Suppliers during the procurement process.</li><li>• if the Service Fee bid is ambiguous or the quote is conditional.</li><li>• If the service provider has failed to perform in any previous contracts and the proof exists.</li><li>• If the request for quotation and attached documents are not signed.</li></ul>
<b>Documents to be Submitted</b>	<ul style="list-style-type: none"><li>• Certified Copy of BBBEE certificate approved by SANAS or Certified Sworn Affidavit. (note the certified copy must not be older than 12 months);</li><li>• Central Supplier Database Registration <b>Full</b> Report not summary.</li><li>• the Service Fee or Quotation.</li><li>• Valid Tax Pin</li></ul> <p>Failure to provide the abovementioned information will render your bid offer invalid.</p>
<b>Standard Bidding Documents</b>	<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"><li>• Declaration of Interest -Form SBD 4- Bidders must complete this document in full. DO NOT RETYPE THESE FORMS. They must be completed on the original and signed, all in black ink.</li><li>• Declaration of past Supply Chain Management Practice -Form SBD 8 - Bidders must complete this document in full. DO NOT RETYPE THESE FORMS. They must be completed on the original and signed, all in black ink.</li><li>• Certificate of Independent Bid Determination-Form SBD 9 - Bidders must complete this document in full. DO NOT RETYPE THESE FORMS. They must be completed on the original and signed, all in black ink.</li><li>• Contract form – Rendering of Services SBD 7.2 (if applicable)</li><li>• Preference points claim form in terms of the preferential procurement regulations 2017- SBD 6.1</li><li>• Declaration Certificate for Local Production Content – SBD 6.2 accompanied by annexures. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <a href="http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/?hilite=local+content+6.2">http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/?hilite=local+content+6.2</a></li><li>• Annexures for Local production content may be obtainable on <a href="http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/">http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/</a></li><li>• Bidders who cannot download the Local Content Declaration Annexures may request them from bids@isimangaliso.com before the 12<sup>th</sup> of December 2022.</li><li>• Authority to Sign RFQ</li></ul>
<b>Procurement Rules</b>	<ul style="list-style-type: none"><li>• All questions and queries must be referred in writing to: <a href="mailto:bids@iSimangaliso.com">bids@iSimangaliso.com</a></li><li>• No verbal agreements re non-binding. The onus is on the Supplier to ensure that its correspondence is received by the iSimangaliso Authority.</li><li>• 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.</li></ul>

# iSIMANGALISO WETLAND PARK AUTHORITY

## REQUEST FOR QUOTATION

	<ul style="list-style-type: none"><li>• Suppliers are responsible for all costs, expenses and losses incurred by them in the preparation and submission of quotes.</li><li>• Suppliers are advised that submission of a project proposal gives rise to no contractual obligations on the part of iSimangaliso.</li><li>• 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.</li><li>• 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.</li><li>• Quotes and all related documents must be emailed to bids@isimangaliso.com or hand delivered at iSimangaliso Wetland Park Authority, Dredger Harbour, St Lucia, 3936, approximately 25KM from Mtubatuba Town, Northern KZN.</li><li>• Payments are made within 30 days of Finance receiving the invoice. No upfront payments will be made.</li></ul>
<b>Closing Date and Time</b>	<ul style="list-style-type: none"><li>• 12 December 2022 at 12h00.</li></ul>
<b>Validity Period</b>	<ul style="list-style-type: none"><li>• 90 days after submission of quotations.</li></ul>
<b>Special Conditions</b>	<p>iSimangaliso reserves the right:</p> <ul style="list-style-type: none"><li>• to enter into negotiations with a prospective Service Provider regarding any terms and conditions, including price(s), of a proposed contract.</li><li>• not to accept the lowest of any quotation, offer or proposal.</li><li>• To correct any mistakes identified at any stage of the process.</li><li>• To cancel and/or terminate the request for quotation at any stage, including after closing date and or after evaluation has been conducted.</li><li>• to accept part of the terms of reference rather the whole services required.</li><li>• iSimangaliso subscribes to empowering previously disadvantaged group hence BBBEE level 1 will be accepted for this RFQ.</li></ul>
<b>Delivery of Quotations</b>	<ul style="list-style-type: none"><li>• 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</li></ul>

### SPECIFICATION

# iSIMANGALISO WETLAND PARK AUTHORITY

## REQUEST FOR QUOTATION

### Terms of Reference

#### Branding

iSimangaliso branding manual and logo must be downloaded on below link:

<https://www.dropbox.com/sh/ni934iow62r3ri0/AAA-688Gyx-Zxk5GD4NT8CLga?dl=0>

iSimangaliso Authority seeks to appoint service provider to produce branded items which are as follows:

Item description	Quantity	Sizes
Digital Printed Reflector Vests (Lime) 100% Polycotton (Printed in black colour)	100	10-S 50- M 20-L 10-XL 10-XXL
Embroider Sun Hats (Black) 100% Polycotton (Printed in White)	100	1 Size fits all

### SPECIFICATION

- Font to be used is **Zurich**
- Samples of your product should be available on request
- Price to include VAT and delivery to iSimangaliso Wetland Park Authority offices,

Dredger Harbour, St Lucia, 3936.

Delivery address is: iSimangaliso Wetland Park Authority Offices, Dredger Harbour, St Lucia, 3936, approximately 25KM from Mtubatuba Town, Northern KwaZulu Natal.

GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032

**ISIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**ANNEXURE 1: CONFLICT OF INTEREST DECLARATION**

SBD 4

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**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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<sup>1</sup> 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.

**ISIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**ANNEXURE 1: CONFLICT OF INTEREST DECLARATION**

SBD 4

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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 consortium<sup>2</sup> 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

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<sup>2</sup> 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.

**ISIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**ANNEXURE 1: CONFLICT OF INTEREST DECLARATION**

SBD 4

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

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

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

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

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**EQUEST P**

**ANNEXURE 2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**SBD.6.1**

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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 201\_\_ in the presence of the attesting witnesses.

**WITNESSES**

1. \_\_\_\_\_
2. \_\_\_\_\_



**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**EQUEST P**

**ANNEXURE 2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**SBD.6.1**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

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

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

1.2

a) The value of this bid is estimated **to be under** R50 000 000.0 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

**ANNEXURE 2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

SBD.6.1

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

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

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

**80/20**

**or**

**90/10**

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**EQUEST P**

**ANNEXURE 2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**SBD.6.1**

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

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

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**EQUEST P**

**ANNEXURE 2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

SBD.6.1

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**EQUEST P**

**ANNEXURE 2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

SBD.6.1

Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**EQUEST P**

**ANNEXURE 2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**SBD.6.1**

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p>  <p>1. ....</p> <p>2. ....</p>
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<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
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**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**EQUEST P**

**ANNEXURE 3: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES  
SBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<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?  <b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**EQUEST P**

**ANNEXURE 3: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES  
SBD 8**

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:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



**ISIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**ANNEXURE 4: CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**

**SBD 9**

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**AFFIDAVIT**

**Certificate of Independent Quotation Determination**

I, the undersigned, in submitting the accompanying quotation:

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in response to the invitation for the quotation made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying quotation will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying quotation, on behalf of the bidder;
4. Each person whose signature appears on the accompanying quotation has been authorized by the bidder to determine the terms of, and to sign the quotation, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying quotation, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a quotation in response to this quotation invitation;
  - (b) could potentially submit a quotation in response to this quotation invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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:

**ISIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**ANNEXURE 4: CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**

SBD 9

- (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 quotation;
- (e) the submission of a quotation which does not meet the specifications and conditions of the quotation; or
- (f) bidding with the intention not to win the quotation.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this quotation invitation relates.
9. The terms of the accompanying quotation have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**<sup>3</sup> 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.**

# iSIMANGALISO WETLAND PARK AUTHORITY

## REQUEST FOR QUOTATION

### ANNEXURE 4: CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION SBD 9

- 5 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.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	<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><i>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</i></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>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)?</p> <p><i>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</i></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.3.1	If so, furnish particulars:		

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**ANNEXURE 4: CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION  
SBD 9**

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2.4	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"/>
2.4.1	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**

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**SBD 7.2**

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**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works 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 fulfilment of this contract.

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**SBD 7.2**

- 
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  - 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**ANNEXURE 6: SERVICE PROVIDER'S AGREEMENT**

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SERVICE PROVIDER'S AGREEMENT

between the

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

---

(hereinafter referred to as "the Service Provider")

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

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

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

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

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

1.1 Expressions which denote:

1.1.1 any gender shall include the other genders;

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

1.1.3 the singular shall include the plural and vice versa;

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

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

# **iSIMANGALISO WETLAND PARK AUTHORITY**

## **REQUEST FOR QUOTATION**

### **ANNEXURE 6: SERVICE PROVIDER'S AGREEMENT**

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#### **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,



# **iSIMANGALISO WETLAND PARK AUTHORITY**

## **REQUEST FOR QUOTATION**

### **ANNEXURE 6: SERVICE PROVIDER'S AGREEMENT**

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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.

#### **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.

# iSIMANGALISO WETLAND PARK AUTHORITY

## REQUEST FOR QUOTATION

### ANNEXURE 6: SERVICE PROVIDER'S AGREEMENT

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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 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

# **iSIMANGALISO WETLAND PARK AUTHORITY**

## **REQUEST FOR QUOTATION**

### **ANNEXURE 6: SERVICE PROVIDER'S AGREEMENT**

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the benefit of his or her creditors, or purports to do so, or any application is made for sequestration of his or her estate, or a trust deed is granted by him or her, for the benefits of his or her creditors;

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

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

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

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

#### **12. PUBLIC LIABILITY INSURANCE**

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

#### **13. LIMITATION OF LIABILITY**

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

#### **14. GENERAL**

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

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

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

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

#### **15. DOMICILIUM AND NOTICES**

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**ANNEXURE 6: SERVICE PROVIDER'S AGREEMENT**

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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:**

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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: \_\_\_\_\_

**iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR QUOTATION**

**ANNEXURE 6: SERVICE PROVIDER'S AGREEMENT**

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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**

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

**AUTHORITY BY BOARD OF DIRECTORS**

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

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

.....  
(Name of Company)

IN HIS/HER CAPACITY AS:

.....  
SIGNED ON BEHALF OF COMPANY:

.....  
(PRINT NAME)

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

WITNESSES: 1 .....

2 .....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

.....

.....

**SIGNATURE DATE**

**C. PARTNERSHIP**

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

partner:

Full name of partner                      Residential address                      Signature

.....

.....

.....

.....

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

.....

SIGNATURE                      SIGNATURE                      SIGNATURE

.....

DATE                      DATE                      DATE

**D. CLOSE CORPORATION**

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

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 .....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

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

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO.** .....

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

SBD 3.1

**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 12:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (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.

\*Delete if not applicable



