PROVISION OF CASH IN-TRANSIT SERVICES FOR VARIOUS SITES WITH EZEMVELO KZN WILDLIFE FOR THE PERIOD OF THREE (3) YEARS

EKZNW 03/2018

Compulsory Briefing Session

Date: 14 February 2018  
Time: 11:00  
Venue: Queen Elizabeth Park, 01 Peter Brown Drive, Montrose, Pietermaritzburg, Theater Room

Closing Date: 02 March 2018

Closing Time: 11:00

SCM ENQUIRIES
Contact Person: Mr Sbonelo Ngubelanga  
Tel: 033 – 845 1450  
Fax: 033 – 845 1461

TECHNICALITY ENQUIRIES
Contact Person: Jeffrey Makwala  
Tel: 082 777 2173  
Fax: 086 532 9990
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REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

The CSD is a single source of all supplier information for all spheres of government. The purpose of centralizing government’s supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Prospective suppliers are now able to self-register on the CSD website www.csd.gov.za. The CSD interfaces to South African Revenue Service (SARS) to enable tax clearance certificate verification and the Companies and Intellectual Property Commission (CIPC) for verification of business registration and business ownership information. The CSD furthermore verifies supplier information with the register for tender defaulters and database of restricted suppliers, and verifies South African identification numbers with the Department of Home Affairs (DHA).

Effective 1 April 2016 all spheres of government will only be allowed to do business with suppliers that are registered on the CSD.

What will be required for suppliers to register?
All suppliers will be required to complete required information on the CSD website and must ensure it is complete, accurate and comprehensive. The following would be amongst the required information:
- Supplier information i.e. supplier type, identification number, supplier name, trading name and country of origin;
- Supplier contact i.e. preferred contact person, preferred communication method, email address, cell phone number, telephone number, etc.;
- Supplier address i.e. country, province, municipality, city, suburb, ward and postal code;
- Bank account information;
- Supplier tax information;
- Ownership information, i.e. name and identification number of directors, members etc.;
- Association to any other suppliers i.e. branch, consortium member etc.;
- Commodities the supplier can supply;
- Notification preference; and
- Accreditation (if relevant).

A valid email address, identity number, cell phone number and bank account details are mandatory in order to register on the CSD. Apart from the above, it is foreseen that B-BBEE information will be included in the CSD from 1 April 2016.
COMPULSORY OFFICIAL BRIEFING SESSION

Site/building/institution involved: ...........................................................................................................

Bid No: EKZNW 03/2018

SERVICE: PROVISION OF CASH IN-TRANSIT SERVICES FOR VARIOUS SITES WITH KZN WILDLIFE FOR A PERIOD OF THREE (3) YEARS.

THIS IS TO CERTIFY THAT (NAME).................................................................................................

ON BEHALF OF....................................................................................................................................

ATTENDED THE BRIEFING SESSION ON: 14 February 2018 @ 11:00 am at (Queen Elizabeth Park, 01 Peter Brown Drive, Montrose, Pietermaritzburg), Theatre Room.

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE: ...............................................................

SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

DATE: ...............................................................

DEPARTMENTAL STAMP:
(Optional)

DATE: ...............................................................

Bid No.: EKZNW 03/2018
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE

**BID NUMBER:** EKZNW 03/2018  **CLOSING DATE:** 02 March 2018  **CLOSING TIME:** 11:00

**DESCRIPTION** Provision of cash In-transit services for various sites with Ezemvelo KZN Wildlife for a period of three (3) years

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

Queen Elizabeth Park
01 Peter Brown Drive
Montrose
3202

**SUPPLIER INFORMATION**

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**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

[TICK APPLICABLE BOX]

- Yes
- No

**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

**[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

**SIGNATURE OF BIDDER**

[IF YES ENCLOSURE PROOF]

**CAPACITY UNDER WHICH THIS BID IS SIGNED**

[Attach proof of authority to sign this bid; e.g. resolution of directors, etc.]

**TOTAL NUMBER OF ITEMS OFFERED**

**TOTAL BID PRICE (ALL INCLUSIVE)**

R

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

DEPARTMENT/ PUBLIC ENTITY: Ezemvelo KZN Wildlife

CONTACT PERSON: Mr. S Ngubelanga

TELEPHONE NUMBER: 033 845 1450

FACSIMILE NUMBER: 086 504 0811

E-MAIL ADDRESS

---

**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

CONTACT PERSON: Jeffrey Makwala

TELEPHONE NUMBER: 082 777 2173

FACSIMILE NUMBER

E-MAIL ADDRESS

---

Bid No.: EKZNW 03/2018

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### 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 RETYPED) OR ONLINE**

1.3. **BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**

1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**

1.5. **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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.**

#### 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 VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.**

2.3. **APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.**

2.4. **BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.**

2.5. **IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.**

2.6. **WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.**

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. **IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?**

3.2. **DOES THE BIDDER HAVE A BRANCH IN THE RSA?**

3.3. **DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?**

3.4. **DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?**

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
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.

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 basis ........................................

Firm/not firm

*Delete if not applicable

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.

Bid No.: EKZNW 03/2018
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. Siyabonga Mnembe – A/Senior Supply Chain Manager
       Telephone No. - (033) 845 1828

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) days 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 03/2018

Description of Goods/Services: Provision of cash In-transit services for various sites with KZN Wildlife for a period of three (3) years

Closing date: 02 March 2018 @ 11H00 (Friday)
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 necessary 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.
TERMS OF REFERENCE

1. BACKGROUND

Ezemvelo KZN Wildlife is a schedule 3C public entity in terms of the Public Finance Management Act (Act No 1 of 1999), reporting to the Kwazulu-Natal (KZN) Department of Economic Development, Tourism and Environmental Affairs.

Ezemvelo mandate encompasses the management of nature conservation within the province, as well as development and promotion of ecotourism facilities in the Protected Areas.

The organization generates revenue from accommodation, gate collection fees, curio shops and various other activities.

2. SCOPE OF WORK

It is given the above background therefore that Ezemvelo KZN Wildlife requires the services of a duly registered Cash-in-transit service provider for the Provision of a Cash-in Transit service to undertake the transit of monies from various Ezemvelo KZN Wildlife resorts or stations to the Organization’s banking facility. The information requested from the bidders in this bid have been identified by Ezemvelo KZN Wildlife as necessary in order to be able to evaluate the commitment, capability, suitability of the bidders.

2.1 Bidders must be duly registered with the Private Security Industry Regulatory Authority (PSIRA) and must maintain compliance with the rules and regulations of the Private Security Industry Regulation Act 56 of 2001, regulations (PSIRA regulations) throughout the validity of any contractual commitment.

Condition

2.2 Bidders are required to submit a valid membership certificate from PSIRA issued in terms of Section 25 of the Act.

Condition

2.3 The service provider shall collect, convey, store and deliver cash in accordance with the operating methods as amended from time to time as per schedule of timing and prices hereunder.

2.4 Collection, conveyance, storage and delivery of cash shall be made using sealed containers as supplied by the service provider. The number of bags will be determined by the individual resort and the cost thereof must be included on the price of the bid. The Organization will not consider payment of costs that were not included in the original tender price.

2.6 The service provider shall return the bank deposit books to the resort on the next removal.

2.7 Before handing over the cash to an employee of the service provider, the Organisation shall verify the identity of such employee by reference to the employee’s personal official identity card.

2.8 The service provider shall provide details of the nature and format of official identity cards in use which will be utilised for identification of employee’s.

2.9 The service provider shall be required to submit a list of cash in-transit officers allocated to the site with a copy of the officer identity card and photos. It is requested that the cash –in-transit officer shall
always carry their card and they must be in full uniform.

2.10 The service provider shall provide an official receipt for each container and envelope received by them. It must be borne in mind that some sites may require a daily collection whereas other sites may require collection once a week only or on an ad-hoc basis.

2.11 The service provider shall remove cash between 09:00 and 15:00 as stipulated from Monday to Friday excluding weekends and public holidays.

2.12 The cash shall be deposited immediately after collection.

2.13 The service provider shall remain at an appointed banking facility until the cash has been received and verified by the teller. Any discrepancies must be reported within 24 hours to the Senior Manager Revenue services or designated representative.

2.14 Additional pickups such as financial year end procedures will be communicated to the service provider timeously.

2.15 Indemnity insurance to be arranged by service provider and a certified copy of the Insurance Policy is to be attached to the bid document; this is a compulsory requirement.

2.16 Any claims relating to Cash –in-Transit must be dealt with, and must be done by the service provider.

2.17 The price must be firm for the period of 12 months. Price increase shall be considered using CPI or PSIRA rates.

2.18. The Service Provider will be subjected to security screening by the State Security Agency prior to awarding of the bid.
EVALUATION CRITERIA AND METHODOLOGY

1. Functional evaluation criteria
“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.
The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service.

When inviting bids, Ezemvelo indicates:
(i) whether the bids will be evaluated on functionality;
(ii) the evaluation criteria for measuring functionality;
(iii) the weight of each criterion; and
(iv) the applicable values as well as the minimum threshold for functionality.

<table>
<thead>
<tr>
<th>Categories</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAGE 1: MANDATORY / MINIMUM REQUIREMENTS COMPLIANCE SCREENING</td>
<td>100%</td>
</tr>
<tr>
<td>In this phase All bids received will be verified for compliance and completeness of the submitted proposal per the set of mandatory requirements on page 19-20. Bidders who comply with the listed requirements progresses to the next phase of bidder(s) pre-qualification requirements. NB: Only bidders who fully comply with minimum requirements progress to the next stage (2)</td>
<td></td>
</tr>
</tbody>
</table>

CRITERIA 2: PRICE AND PREFERENCE (B-BBEE)

<table>
<thead>
<tr>
<th>Categories</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>80%</td>
</tr>
<tr>
<td>BBBEE</td>
<td>20%</td>
</tr>
<tr>
<td>Total Points for price and BBBEE</td>
<td>100</td>
</tr>
</tbody>
</table>

2. EVALUATION PHASES
The received bid proposals will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:

2.1. CRITERIA (01): STAGE 1 Mandatory / Minimum Requirements Compliance Screening
In this phase All bids received will be verified for compliance and completeness of the submitted proposal per the below set of mandatory requirements. Bidders who fails to comply with the below requirements WILL be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.
Bid forms must be properly received on the bid closing date and time specified on the invitation,
fully completed, dated and signed in ink.

- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of an Original Valid Tax Clearance Certificate or pin (SBD 2) – Bidders whom their Tax matters are not in order and no proper arrangements have been made with SARS to meet their tax obligations will not be considered for this bid. 7 days from the bid closing date is afforded to any bidder who already made necessary arrangements with SARS (attached proof as obtained from SARS Branch) of when the necessary arrangements have been made to meet your Tax obligation and be issued with Tax certificate. Failure to submit a valid and original Tax Clearance or pin within 7 days after the bid closing date, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered for further evaluation.
- Submission of fully completed Pricing Schedule (Purchases – Goods – SBD 3.1), (Professional Services – SBD 3.3). In case of purchases of goods other than services, bidders should complete and sign SBD 3.1 of the Firm price only. In case of professional services, bidders should complete and sign SBD 3.3 for services only.
- Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service providers, Accredited Registers Auditors – IRBA and Procurement Regulation 2011 compliant letter issued by the Accounting Officer. Any copies submitted in this case should be certified.
- Submission of fully completed SBD 6.2 (Declaration Certificate for Local Production and Content for Designated Sectors).
- Submission of fully completed SBD 8 (Declaration of Bidders Past SCM Practice),
- Submission of fully completed SBD 9 (Certificate of Independent Bid Determination),
- Business Registration Certificate e.g. CK 1, certificate of incorporation
- Familiarise yourself and Initial every page of the General Condition of Contract
- Proof of registration with Central Supplier Database (CSD)

2.2. CRITERIA (01) – STAGE TWO (02): – MINIMUM REQUIREMENTS/ MANDATORY REQUIREMENTS

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirements</th>
<th>Comply</th>
<th>Non Comply</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proof of company registration with PSIRA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Letter of good standing with PSIRA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8.3 CRITERIA 02 - STAGE 01: EVALUATION OF BID RESPONSES USING THE PRICE AND B-BBEE SCORES

In this phase All bids that meet all the requirements in terms of compliance and completeness of the submitted proposal per the above set of mandatory requirements on Phase One (01) progresses to Phase Two (02) for further evaluation as per the below set evaluation criteria’s progresses to this final phase of Price and Preference (BEE Score) points allocation systems for the recommendation of the successful bidder.

NB: Bidder who obtains highest total points on PRICE and B-BBEE claimed points shall be awarded the contract.

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
PRICE AND DELIVERY SCHEDULE

The tenderer shall collect, transport and deposit the Ezemvelo KZN Wildlife money on a daily basis from the under mentioned sites to the nominated commercial bank.

<table>
<thead>
<tr>
<th>Collection Site</th>
<th>Rate per collection</th>
<th>Rate per collection for year 1</th>
<th>Rate per collection for year 2</th>
<th>Rate per collection for year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Giants castle</td>
<td>Once a week</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ntshondwe</td>
<td>Once a week</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tendele &amp; Mahai</td>
<td>Once a week</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hilltop</td>
<td>Twice a week</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ndumo</td>
<td>Once a month</td>
<td></td>
<td></td>
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<tr>
<td>Sodwana</td>
<td>Twice a week</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>St Lucia</td>
<td>Twice a week</td>
<td></td>
<td></td>
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<tr>
<td>Didima</td>
<td>Once a week</td>
<td></td>
<td></td>
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<tr>
<td>Mantuma</td>
<td>Twice a month</td>
<td></td>
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<tr>
<td>Mpila</td>
<td>Once a week</td>
<td></td>
<td></td>
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<tr>
<td>Midmar</td>
<td>Once a week</td>
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</tbody>
</table>
### PRICE AND DELIVERY SCHEDULE (CONTINUED)

<table>
<thead>
<tr>
<th>Collection Site</th>
<th>Collection frequency between (09h00 - 15h00)</th>
<th>Rate per collection for year 1</th>
<th>Rate per Collection for year 2</th>
<th>Rate per collection for year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Injisuthi</td>
<td>Once a week</td>
<td>R</td>
<td>R</td>
<td>R</td>
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<tr>
<td>Umlalazi</td>
<td>Once a week</td>
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<tr>
<td>Chelmsford</td>
<td>Once a week</td>
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<tr>
<td>Cape Vidal</td>
<td>Twice a week</td>
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<tr>
<td>Maphelane Resort</td>
<td>Once a week</td>
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</table>

**GRAND TOTAL FOR ALL COLLECTION POINTS**

Summary: Monthly Total Converted To Years Total

Year 1 (x12 months) R ................................

Year 2 (x12 months) R .................................

Year 3 (x12 months) R .................................

Grand Total Price (For 36 months) R ........................................ Including Vat

THE GRAND TOTAL PRICE WILL BE USED FOR EVALUATION PURPOSES.
AUTHORITY OF SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the following:

<table>
<thead>
<tr>
<th>Company</th>
<th>Close corporation</th>
<th>Partnership</th>
<th>Joint Venture</th>
<th>Sole Proprietor</th>
<th>Co-operative</th>
</tr>
</thead>
</table>

1. CERTIFICATE FOR COMPANY (CERTIFIED COPY MUST BE ATTACHED)

I………………………………………………………………………………….chairperson of the Board of Directors of………………………………………………………………………………….. hereby confirm that by resolution of the Board (copy attached) taken on………20…………………,Mr/Ms……………………………………………………………… acting in the capacity of ……………………………………………………….. was authorised to sign all documents in connection with this bid any contract resulting from it on behalf of the company.

Chairperson: ………………………………………………………………..

As Witnesses:

1………………………………………..

2……………………………………….

Date: ………………………………………….

2. CERTIFICATE FOR CLOSE CORPORATION (CERTIFIED COPY MUST BE ATTACHED)

We, the undersigned, being the key members in the business trading as ……………………………………………………………………………………………Acting in the capacity of ………………………………………………………………………to sign all documents in connection with the bid for Contract No……………………………………………………………………and any contract resulting form it on our behalf.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHYSICAL ADDRESS</th>
<th>SIGNATURE</th>
<th>DATE</th>
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Note: This must be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation.
3. CERTIFICATE FOR PARTNERSHIP (CERTIFIED CERTIFICATE MUST BE ATTACHED)

We, the undersigned, being the key partners in the business trading as,……………………………………………….hereby authorise Mr/Ms.……………………………..to sign all documents in connection with the bid for Contract No. …………………………………….and any contract resulting form it on our behalf.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHYSICAL ADDRESS</th>
<th>SIGNATURE</th>
<th>DATE</th>
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</table>

Note: This must be completed and signed by all the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

4. CERTIFICATE FOR JOINT VENTURE (CERTIFICATE MUST BE ATTACHED)

We, the undersigned, are submitting this bid in Joint Venture and hereby authorise Mr/Ms ………………………………………………………….authorized signatory of the company, ………………………………………………….acting in the capacity of lead partner, to sign all documents in connection with the bid offer for Contract No. …………………………………….and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>PHYSICAL ADDRESS</th>
<th>AUTHORISING SIGNATURE, NAME AND CAPACITY</th>
<th>% INVOLVEMENT</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
NOTE: This must be completed and signed by all the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

5. CERTIFICATE FOR SOLE PROPRIETOR (CERTIFIED ID DOCUMENT AND ALL NECESSARY DOCUMENTATION MUST BE ATTACHED)
I,…………………………………………………………………………..hereby confirm that I am the sole owner of the business trading as ………………………………………………………..

Signature of Sole owner:…………………………………………………………

As Witnesses: 1…………………………………………………………………..

2. ………………………………………………………………….

Date:…………………………………………………………

6. CERTIFICATE FOR COOPERATIVE (CERTIFICATE MUST BE ATTACHED)
We, the undersigned, are submitting this bid as cooperative and hereby authorise Mr/Ms ……………………………………………., authorised signatory of the company, ……………………………………………., acting in the capacity of lead partner, to sign all documents in connection with the bid offer for Contract No. ……………………………….and any contract resulting from it on our behalf

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>PHYSICAL ADDRESS</th>
<th>AUTHORISING SIGNATURE, NAME AND CAPACITY</th>
<th>% INVOLVEMENT</th>
</tr>
</thead>
<tbody>
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</table>

NOTE: This must be completed and signed by all the key members upon whom rests the direction of the affairs of the Cooperative as a whole.

7. REGISTRATION CERTIFICATE/ASAGREEMENT/ ID DOCUMENT

Important note to all bidders: Registration Certificates for Companies, Close Corporations and Partnerships, or agreements and Power of Attorneys for Joint Venture, or ID documents for Sole Proprietors, must be submitted with bid document.
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state\(^1\), or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: ……………………………………………………………

2.2 Identity Number: ………………………………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder\(^2\)): ……………………………

2.4 Company Registration Number: ………………………………………………………………………………………

2.5 Tax Reference Number: ……………………………………………………………………………………………

2.6 VAT Registration Number: ………………………………………………………………………………………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

\(^1\)“State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

\(^2\)“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?  YES / NO
2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between YES/NO
any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

…………………………………………………………………………….
…………………………………………………………………………….
…………………………………………………………………………….

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

4 DECLARATION

I, THE UNDERSIGNED
(NAME)........................................................................................................
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................. ..............................................................
Signature                                      Date

.................................................. ..............................................................
Position                                      Name of bidder
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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


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

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

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.

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:

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

Where

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = 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:
<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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?

*(Tick applicable box)*

YES  NO

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted....................................................%  

ii) The name of the sub-contractor...............................................................................................  

iii) The B-BBEE status level of the sub-contractor.................................................................  

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES  NO

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME ✓</th>
<th>QSE ✓</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

[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.
CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………………………… at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, viz
       - Invitation to bid;
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Filled in task directive/proposal;
       - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
       - Declaration of interest;
       - Declaration of bidder’s past SCM practices;
       - Certificate of Independent Bid Determination;
       - Special Conditions of Contract;
   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

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

   NAME (PRINT) …………………………………
   CAPACITY ……………………………
   SIGNATURE ……………………………
   NAME OF FIRM ……………………………
   DATE ……………………………

WITNESSES

   1 ……………………………
   2 ……………………………

   DATE: ……………………………
**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I……………………………………………. in my capacity as……………………………………………… accept your bid under reference number …………….dated……………………….for the rendering of services indicated hereunder and/or further specified in the annexure(s).

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

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

<table>
<thead>
<tr>
<th>DESCRIPTION OF SERVICE</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>COMPLETION DATE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT)  …........................................

SIGNATURE  …........................................

WITNESSES

1  …........................................

2  …........................................

DATE: …........................................
SERVICE LEVEL AGREEMENT

By and between

The KwaZulu-Natal Nature Conservation Board
(‘EKZNW’)

And

.................................................................
(the ‘SUPPLIER’)

Preamble
It is recorded as follows:
1. EKZNW requires the provision of the GOOD or SERVICES and has specified same.
2. The SUPPLIER has been chosen by EKZNW to provide the GOODS or SERVICES in terms of
EKZNW’s supply chain management policy (the POLICY).
3. In terms of the POLICY the SUPPLIER meets the procurement requirements applicable to the
specified GOODS or SERVICES.
4. EKZNW hereby records the terms and conditions applicable to the provision of the GOODS or
SERVICES by the SUPPLIER.

THE PARTIES AGREE AS FOLLOWS:

1  DEFINITIONS

1.1 AGREEMENT This document together with any annexes, schedules and amendments.

1.2 ANNEXE “A” The description of the Goods or Services required by EKZNW and which formed part of the tender / BID
documents and which are specifically incorporated into this AGREEMENT.

1.3 ANNEXE “B” The ‘Government Procurement General Conditions of Contract’ which form part of the tender / BID documents
and which are specifically incorporated into this AGREEMENT.

1.4 COMMENCEMENT DATE The date on which SUPPLIER shall commence with the
provision of the GOODS OR SERVICES. Which shall be
_____________ irrespective of date of signature hereof.

1.5 DELIVERY Shall be the physical handing over or legal delivery of
GOODS or the rendering of a SERVICE.

1.6 EFFECTIVE DATE The date on which this AGREEMENT is signed by the
last PARTY signing same.
1.7 GOOD or SERVICES  The Goods and / or Services specified or reasonably contemplated in ANNEXE “A” including those incidental thereto.

1.8 PARTY / PARTIES  One or the other / or both of the following:

1.8.1 EKZNW  The KwaZulu-Natal Nature Conservation Board trading as Ezemvelo KwaZulu-Natal Wildlife and duly represented by its Chief Executive Officer.

1.8.2 EKZNW domicilium  Physical: 1 Peter Brown Drive, Pietermaritzburg, 3201 Postal: P O Box PO Box 13053, Cascades, 3202
citandi et executandi

1.8.3 SUPPLIER  ………………………………………………………
citandi et executandi

1.8.4 SUPPLIER’S domicilium  Physical:…………………………………… citandi et executandi
Postal: ………………………………………
citandi et executandi

Reference to a PARTY includes such PARTY’S heirs, executors, trustees or assigns as the case may be.

1.9 TERMINATION DATE  the date on which this Agreement terminates automatically being……………………………

2 INTERPRETATION

2.1 The headnotes to this AGREEMENT and to the individual paragraphs are for reference purposes only, and shall not govern the interpretation of any of the clauses of this AGREEMENT, or any of the provisions contained herein;

2.2 The Preamble shall form part of this AGREEMENT;

2.3 In this AGREEMENT, unless the contrary intention appears from the context:-

2.3.1 words signifying the one gender shall include the other genders;

2.3.2 words signifying the singular shall mean and include the plural and vice versa;

2.3.3 reference to natural persons shall mean and include reference to artificial persons and vice versa;

2.3.4 words in capital letters throughout denote such words are used as defined above unless the context clearly indicates the contrary;

2.4 A failure to sign or initial any annexe, schedule or amendment shall not invalidate this AGREEMENT and the authenticity of such annexe, schedule or amendment may be proved.

2.5 When any number of days is prescribed in this AGREEMENT, the number shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday (in the Republic of South Africa) in which event the last day shall be the next succeeding day which is not such a Saturday, Sunday or public holiday.

2.6 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
2.7 Unless the context clearly indicates otherwise, words and expressions defined in this AGREEMENT shall bear the same meaning in any schedule or annexe to this AGREEMENT which do not contain their own definitions.

2.8 The persons signing this AGREEMENT expressly warrant their authority to do so and shall be personally liable in the event that such warranty fails.

3 APPOINTMENT

3.1 EKZNW hereby appoints the SUPPLIER to provide the GOODS or SERVICES who hereby accepts the appointment subject to the terms and conditions contained herein.

3.2 In return for the GOODS or SERVICES EKZNW shall pay the SUPPLIER the consideration agreed and in the manner agreed.

4 GOODS or SERVICES

4.1 Inspections
EKZNW may, at any time during the life of this AGREEMENT or after termination cause the GOODS or SERVICES to be inspected, tested or analysed for the purposes of determining whether or not such GOODS or SERVICES meet the requirements of EKZNW.

4.2 Defects

4.2.1 The SUPPLIER undertakes and warrants that the GOOD or SERVICES will be free from latent or patent defects and will be useable for their intended purposes.

4.2.2 It is a material term that all GOODS or SERVICES will be comply with prevailing industry standards applicable to such GOODS or SERVICES and will comply with all published regulations and standards as may normally be applicable to such GOODS or SERVICES. This shall be in addition to and not diminish any regulation or standard expressly recorded elsewhere.

4.2.3 It is specifically recorded that the person who accepts delivery on behalf of EKZNW is not authorised to accept GOODS or SERVICES which are in any way defective and that any such acceptance delivery does not constitute a waiver of EKZNW’s rights regarding the supply of non-defective GOODS or SERVICES.

4.2.4 EKZNW shall inform the SUPPLIER of any defective as soon as possible after it becomes aware of the defect and the SUPPLIER shall, if reasonably possible, remedy the defect within 7 days of being advised of the defect.

4.2.5 Where it is not reasonably possible to remedy the defect within the seven day period the SUPPLIER shall advise EKZNW accordingly and shall confirm, in writing, the date by which the defect will be remedied.

4.3 Waiver of Lien
The SUPPLIER hereby waives any right which it may have to claim the benefit of a lien or hypothec over the GOODS or the product of any SERVICE delivered by it.

4.4 Passing of Benefit and Risk only on delivery

4.4.1 Benefit and risk in and to any GOODS shall only pass to EKZNW upon proper delivery of such GOODS.
4.4.2 Where the GOODS are to be assembled, installed or commissioned by the SUPPLIER then benefit and risk shall only pass upon successful assembly, installation or commission as the case may be.

4.5 DELIVERY

4.5.1 DELIVERY is to occur at the time and place and in the manner specified or contemplated in ANNEXE “A”.

4.5.2 Where ANNEXE “A” is silent with regard to time, place or manner and such cannot be reasonably inferred from ANNEXE “A” then:

4.5.2.1 DELIVERY shall be to the main place of business of the unit or division of EKZNW requiring the GOODS or SERVICES;

4.5.2.2 DELIVERY shall be during normal business hours; and

4.5.2.3 The manner of DELIVERY shall be such as to permit EKZNW to derive maximum benefit from the supply of the GOODS or SERVICES.

4.5.3 The SUPPLIER shall be required to assemble, install or commission such GOODS and to provide all operator manuals, product guarantees and associated documents incidental to DELIVERY unless these are specifically excluded in ANNEXE “A” or elsewhere.

4.6 Estimate of GOODS
Unless specifically recorded in an ANNEXE: The ongoing supply of GOODS or SERVICES over an extended period and under separate invoices shall be regarded as a fair estimate of the BOARD’S requirements and the BOARD does not warrant or undertake to order such quantities or in such a manner as estimated.

4.7 Supervision
The DELIVERY of GOODS or SERVICES is subject at all times to the supervision of EKZNW (or its staff) and the SUPPLIER shall comply with any reasonable instruction given by EKZNW regarding DELIVERY.

4.8 Performance Security

4.8.1 The SUPPLIER shall furnish EKZNW with an amount of …………………….. as performance security indemnifying EKZNW (fully or partially) against a failure by the SUPPLIER to fulfill its obligations in terms of this AGREEMENT.

4.8.2 The performance security shall be discharged by EKZNW and returned to the SUPPLIER within 30 days following completion of the AGREEMENT.

4.9 Assignment
The SUPPLIER shall not assign, in whole or in part, its obligations to perform under this AGREEMENT.

4.10 Payment

4.10.1 Invoices may only be issued on or after DELIVERY and shall be accompanied by a delivery note.

4.10.2 Invoice amounts will be as set out in the successful BID Tender.

4.10.3 Payment is to be made by electronic fund transfer within 30 days of the date of invoice.
5 EXTENSION, RENEWAL and TERMINATION

5.1 This AGREEMENT shall come into being on the EFFECTIVE DATE and shall persist until the TERMINATION DATE unless terminated or cancelled before such date.

5.2 Despite termination or cancellation the provisions of this AGREEMENT may be invoked in order to protect or enforce any rights, actual or contingent.

5.3 The PARTIES may agree to extend the period of the AGREEMENT should the need arise.

5.4 Should the AGREEMENT be renewed or extended then, unless otherwise agreed, the provisions of this AGREEMENT shall apply to any such extension or renewal which shall be on a month to month basis.

5.5 Despite any provision to the contrary, and in addition to and without prejudice to any other right or recourse which the BOARD may have, the BOARD may terminate this AGREEMENT, without prejudice to itself and in its sole discretion, in the event of:

5.5.1 Funding or budgetary constraints,

5.5.2 The GOODS or SERVICES not achieving the desired or intended result,

5.5.3 The SUPPLIER being in persistent or repeated breach or default of its duties and obligations,

5.5.4 A material change to the business or structure of the BOARD,

5.5.5 Where the continuation of the AGREEMENT would amount to fruitless, reckless or wasteful expenditure.

5.6 Should the BOARD elect to terminate the AGREEMENT it shall give the SUPPLIER written notice of not less than one month of its intention to do so.

5.7 The SUPPLIER shall have no claim against the BOARD in the event of termination of the AGREEMENT.

6 ANNEXES “A” and “B”

6.1 In the event that either ANNEXE “A” and / or ANNEXE “B” is omitted from this AGREEMENT for any reason but where they nonetheless formed part of the tender / BID documentation such documents shall form part of this AGREEMENT despite such omission.

6.2 The General Conditions of Contract (‘GCC’) set out in ANNEXE “B” are specifically incorporated into this AGREEMENT and replicated here. In the event of any conflict between a provision of a special condition of contract recorded in this AGREEMENT or elsewhere and a GCC then:

6.2.1 If possible the conflicting provisions will be read together in such a manner as to give effect to both;

6.2.2 If the provisions cannot be reconciled as contemplated above then they shall, if possible, be read in the alternate so as to apply equally but at the election of EKZNW and

6.2.3 Where the provisions can neither be reconciled nor be read in the alternate the special condition of contract shall prevail, the balance of the GCC’s being unaffected.
BREACH and NOTICES

7.1 Should either PARTY be in breach of any of such PARTY'S obligations in terms of this agreement and have failed to remedy such breach at the end of a period of Fourteen (14) days after delivery by the aggrieved PARTY to the defaulting party of a notice in writing requiring the defaulting PARTY to remedy such breach. The aggrieved PARTY shall be entitled, without further notice to the defaulting PARTY and without prejudice to any other right or remedy which may be available to the aggrieved PARTY in terms hereof or at law to cancel this agreement forthwith and to claim and recover from the defaulting PARTY such damages as the aggrieved PARTY shall have sustained in consequence of such default, breach and/or cancellation; or to institute action

7.1.1 for specific performance of the provisions of this agreement,

7.1.2 and/or for damages.

7.2 The Breach provision set out above does not affect EKZNW's rights to unilaterally terminate the AGREEMENT in the event of default by the SUPPLIER and as provided for in ANNEXE “B”.

7.3 The Domicilia citandi et executandi given above are the chosen Domicilia of the PARTIES for the service of all notices and processes.

7.4 A party may at any time change that PARTY'S domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a postal address and a physical address at which any process can be served.

7.5 Any notice given to any PARTY in connection with this agreement shall -

7.5.1 be sent by prepaid registered post to the postal address defined for such PARTY; or

7.5.2 be delivered by hand to the physical address defined for such PARTY.

7.6 A notice given as set out above shall:

7.6.1 if posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being, be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the tenth day after the date of posting;

7.6.2 if hand delivered, be deemed to have been duly given on the date of delivery.

7.7 Costs shall be paid as between Attorney and Client including collection commission in respect of overdue monies, by the PARTY which the Court determines to be the defaulting party.

8 ENTIRE CONTRACT
This AGREEMENT constitutes the entire record of the contract between the PARTIES.

9 VARIATION AND CANCELLATION
No agreement varying, adding to, deleting from or cancelling this AGREEMENT, shall be effective unless reduced to writing and signed by or on behalf of the PARTIES.

10 INDULGENCES
No latitude, indulgence or extension of time may be allowed or granted by either PARTY to the other in respect of any obligation which any party is bound to perform
or observe in terms of this agreement shall be deemed to constitute a waiver or
novation of any of the rights of the party granting the indulgence which PARTY shall
not thereby be precluded from exercising against the other PARTY any rights which
may have arisen in the past or which might arise in the future under this agreement or
from requiring strict and punctual compliance by the other PARTY with each and every
provision of this agreement.

11  INDUCEMENT TO CONTRACT

No PARTY has been induced into entering into this agreement by virtue of any representation
or warranty made or given that is not recorded herein.

SIGNED AT                                                  this           day of
AS WITNESSES:

1. ........................................................................
   ........................................................................
   For EKZNW

2. ........................................................................

SIGNED AT                                                  this           day of
AS WITNESSES:

1. ........................................................................
   ........................................................................
   For the SUPPLIER and who warrants their
   authority to do so.

2. ........................................................................
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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied). 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.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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


Name of Bidder


CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:
______________________________________________________________________________
(Bid Number and Description)

in response to the invitation for the bid made by:
______________________________________________________________________________

Ezemvelo KZN Wildlife (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 bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
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\(^3\) will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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
.................................................................
Position
.................................................................
Date
.................................................................
Name of Bidder
.................................................................
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

☐ The General Conditions of Contract will form part of all bid documents and may not be amended.

☐ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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

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

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

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

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

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

4. **Standards**

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

5. **Use of contract documents and information; inspection.**

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6. **Patent rights**

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

7. **Performance security**

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

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

8.1 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.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
   
   a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
   b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
   c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
   d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
   e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
   f) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

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

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

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

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

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

16. **Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier’s performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.
21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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

25. Force Majeure

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

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
   (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
   (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

29. Governing language

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

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme 34 Prohibition of Restrictive practices

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceed ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
## EZEMVELO: CHECKLIST

<table>
<thead>
<tr>
<th>Question</th>
<th>If yes please tick*</th>
<th>If No please tick</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you duly authorised to sign the tender?</td>
<td></td>
<td></td>
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<tr>
<td>Has the Declaration of Interest Questionnaire been duly completed and included with the other tender forms?</td>
<td></td>
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<tr>
<td>Has the Certificate been completed and signed?</td>
<td></td>
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<tr>
<td>Have separate forms been completed for each member of a consortium, joint venture or subcontractor as specified in the tender document?</td>
<td></td>
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</tr>
<tr>
<td>Is the tender document complete – i.e. are all pages included/returned with your tender submission?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The use of pencil to complete the tender forms will invalidate your tender. Have all applicable pages of this document been completed and signed or initialed in original ink by the signatory of the tender document?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have all corrections/alterations to information and or prices made on this document been certified/signed/initialed by the signatory of the tender document?</td>
<td></td>
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</tr>
<tr>
<td>Have you noted that the use of correction fluid/tape or any such products to amend prices shall invalidate your tender submission?</td>
<td></td>
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<tr>
<td>Has an original valid Tax Clearance Certificate (for principal service provider as well entities engaged as subcontractors or joint ventures or consortiums or partners or undisclosed principals) been attached to the tender document and/or has the PIN been stipulated?</td>
<td></td>
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</tr>
<tr>
<td>Has an original or certified copy of your valid B-BBEE certificate/Sworn affidavit been attached to the tender document?</td>
<td></td>
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<tr>
<td>Have the General Tender Conditions been noted?</td>
<td></td>
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<tr>
<td>Have the Evaluation Criteria been noted?</td>
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<tr>
<td>Has the Scope of Services been noted?</td>
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<tr>
<td>Have prices been quoted VAT inclusive?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is your company registered as a supplier on the Central Supplier Database (CSD)?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>