

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

RFQ: SUPPLY AND INSTALLATION OF WINDOW BLINDS TO THE NEW OFFICE BUILDING

The Park was proclaimed a World Heritage Site by regulation published in the Government Gazette under notice number 4477 on 24 November 2000. The Park stretches across open seas, reefs, beaches, forests, savannahs, lakes, rivers and mountains to include all the natural wonders that have drawn travellers and explorers to Africa for centuries. It is approximately 332 000 hectares in size. The Indian Ocean forms the eastern boundary of the Park, which extends from the Mozambican border in the north, to Maphelane in the south and includes the uMkhuze section in the west. The Park traverses approximately one-third of the KwaZulu-Natal coastline.

iSimangaliso Wetland Park Authority is looking for a service provider who will source, supply, deliver and install window blinds in all the windows of the new building at iSimangaliso Wetland Park Authority, The Dredger Harbour, St Lucia.

GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032

FOR DETAILS SEE ATTACHED TERMS OF REFERENCE.

Evaluation

Specific goals	Number of points (90/10 system)	Number of points (80/20 system)
Minimum 51% Woman ownership	2	4
Minimum 51% Youth Ownership	2	4
100% Local Service provider	2	4
Minimum 51% Black ownership	2	4
Minimum 51% ownership by people living with disabilities.	2	4

Evaluation Criteria

- Price and Special goals RFQ'S above R 30 000.00 to a maximum of R1 000 000.00 will be evaluated based on the 80:20-point system as stipulated on SCM Policy
- Bidders will be evaluated on Price & Special Goal using the 80/20 preference points system.

Disqualification Criteria

A quote may be disqualified, amongst other things, if the Supplier, any of its members, directors, partners, or shareholders:

- Does not submit any of the mandatory/standard bidding documents and other documents required;
- Does not Provide Treasury Central Supplier Database Registration **Full** Report;
- Is listed on the National Treasury restricted suppliers' database;
- Is an employee of state;
- has, in the opinion of the iSimangaliso Authority, attempted to exercise influence during the procurement process; or
- has colluded or attempted to collude with other Suppliers during the procurement process.
- if the Service Fee bid is ambiguous or the quote is conditional.
- If the service provider has failed to perform in any previous contracts and the proof exists
- If below documents are not submitted;

Documents to be Submitted

- Proof for specific Goals i.e CSD, CIPRO Registration, Proof of Address and ID Copy/Copies of Directors/Members or Partners.
- Central Supplier database Registration **Full** Report
- Valid SARS Tax Pin
- Pro forma Service Agreement with all blank sections duly completed, each

	<p>insertion and each page initialled, and the signature page properly signed and witnessed.</p> <ul style="list-style-type: none"> • Failure to provide the abovementioned information may render your bid offer invalid
<p>Standard Bidding Documents</p>	<p>Completion of the standard bidding documents stated herein below is mandatory, failure to do so may render your bid offer invalid:</p> <ul style="list-style-type: none"> • All attached SBDs (Note: all SBD Forms must not be typed, they must be completed in a black ink) • Authority to Sign RFQ
<p>Procurement Rules</p>	<ul style="list-style-type: none"> • All questions and queries must be referred in writing to: bids@iSimangaliso.com • No verbal agreements re non-binding. The onus is on the Supplier to ensure that its correspondence is received by the iSimangaliso Authority. • The submission of a quote by a Supplier implies full knowledge and acceptance of all the terms and conditions set out in this request for quotations. • Suppliers are responsible for all costs, expenses and losses incurred by them in the preparation and submission of quotes. • Suppliers are advised that submission of a project proposal gives rise to no contractual obligations on the part of iSimangaliso. • The Supplier is responsible for its own due diligence investigation in connection with the Service and all matters relating to this request for quotation. Neither the iSimangaliso Authority nor any of its officers, employees, agents or advisers make any representation or warranty, express or implied, concerning any matter affecting the Service, other than the representations and undertakings of the iSimangaliso Authority set out in the Service Agreement. • The Supplier will be required to provide an efficient and effective service. Therefore, the Supplier is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The Supplier must supply references or state his/her experience as a company to undertake the contract. References of experience of owners/employees of new entities must accompany the quotation document. Quotes and all related correspondence and documents must be in English. • Quotes and all related documents must be emailed to bids@isimangaliso.com • Payments are made within 30 days of Finance receiving the invoice. No upfront payments will be made.
<p>Closing Date and Time</p>	<ul style="list-style-type: none"> • 19 April 2024 at 12h00
<p>Validity Period</p>	<ul style="list-style-type: none"> • 90 days after submission of quotations.
<p>Special Conditions</p>	<p>iSimangaliso reserves the right:</p> <ul style="list-style-type: none"> • to enter negotiations with a prospective Service Provider regarding any terms and conditions, including price(s), of a proposed contract. • not to accept the lowest of any quotation, offer or proposal. • To correct any mistakes identified at any stage of the process. • To cancel and/or terminate the request for quotation at any stage, including after closing date and or after evaluation has been conducted. • to accept part of the terms of reference rather the whole services required. • Professional fees All proposed consultancy rates may not exceed the applicable rates based on the National Treasury, DPSA fees guidelines and/or any remuneration guidelines issued by the professional service organisation or regulatory bodies as may

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

	<p>be relevant.</p> <ul style="list-style-type: none">• Bidders to ensure that travelling costs are based on SARs rate and or any iSimangaliso policy
Delivery of Quotations	<ul style="list-style-type: none">• Electronic Quotations and relevant documents must be submitted to bids@isimangaliso.com or hand delivered to iSimangaliso Wetland Park Offices- The Dredger Harbour, St Lucia, 3936. GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032

1. THE PURPOSE OF THIS SUBMISSION

iSimangaliso Wetland Park Authority is looking for a service provider who will source, supply, deliver and install window blinds in all the windows of the new building at iSimangaliso Wetland Park Authority, The Dredger Harbour, St Lucia.

2. SPECIFICATIONS

- The service provider will be required to supply and hang 82 roller blinds to specified windows in the new building of iSimangaliso.
- Roller systems 40
- Premier weave 3%
- Manufacture supple and hang sun-heat roller blinds to specified windows.
- 82 blinds required.

3. MEASUREMENTS

The measurements for the blinds are as follows.

1	1 X	2 360 W X 1 690D
2	1 X	2 020 W X 1 690D
3	1 X	2 020 W X 1 690D
4	1 X	1 230 W X 1 690D
5	1 X	2 700 W X 1 690D
6	1 X	2 170 W X 1 690D
7	2 X	1 540 W X 1 690D
8	1 X	820 W X 1 690D
9	1 X	1 980 W X 1 690D
10	1 X	1 900 W X 1 690D
11	1 X	2 350 W X 1 690D
12	1 X	1 570 W X 1 690D
13	1 X	2 330 W X 1 690D
14	2 X	1 520 W X 1 690D
15	1 X	1 950 W X 1 690D
16	1 X	2 165 W X 1 630D
17	1 X	2 165 W X 1 630D
18	1 X	2 005 W X 1 680D
19	1 X	1 985 W X 1 680D
20	1 X	2 025 W X 1 680D
21	1 X	2 015 W X 1 680D
22	1 X	2 000 W X 1 680D
23	1 X	2 670 W X 1 690D
24	1 X	2 000 W X 1 690D
25	1 X	2 000 W X 1 690D
26	1 X	1 280 W X 1 690D
27	1 X	2 680 W X 1 690D
28	1 X	600 W X 1 690D
29	2 X	1 665 W X 1 690D
30	1 X	600 W X 1 690D

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

31	2 X	1 675W X 1 690D
32	1 X	2 170W X 1 690D
33	1 X	2 155W X 1 670D
34	1 X	2 155W X 1 670D
35	1 X	2 155W X 1 670D
36	1 X	2 145W X 1 670D
37	1 X	2 145W X 1 670D
38	1 X	2 135W X 1 670D
39	1 X	2 180W X 1 690D
40	1 X	2 150W X 1 690D
41	1 X	2 170W X 1 680D
42	1 X	2 130W X 1 680D
43	1 X	1 060W X1 680D
44	2 X	1 580W X 1 690D
45	1 X	2 740W X 1 690D
46	1 X	1 440W X 1 690D
47	1 X	2 145W X 1 690D
48	1 X	2 135W X 1 690D
49	1 X	2 160W X 1 680D
50	1 X	2 120W X 2 540D
51	2 X	1 650W X 1 690D
52	1 X	950W X 1 680D
53	1 X	1 200W X 1 680D
54	1 X	2 940W X 1 680D
55	1 X	2 000W X 1 680D
56	1 X	2 180W X 1 680D
57	1 X	2 770W X 1670D
58	1 X	1 400W X 1 670D
59	1 X	2 160W X 1 680D
60	3 X	5 70W X 2 550D
61	3 X	5 70W X 2 550D
62	6 X	1 976W X 2540D
63	2 X	1 525W X 2580D
64	2 X	1 485W X 2580D
65	1 X	800W X 2580D

3. SUPPLY AND DELIVERY

The service provider will be required to supply and deliver from two (2) to three (3) weeks of order being awarded to them.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	RFQ	CLOSING DATE:	19 April 2024	CLOSING TIME:	12h00
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DESCRIPTION: Appointment of Service Provider for Supply and Installation of Office Blinds.

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

The iSimangaliso Wetland Park Authority Offices: The Dredger Harbour, St Lucia, 3936. GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032

Or email: bids@isimangaliso.com

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Bids Representative	CONTACT PERSON	
TELEPHONE NUMBER	035-590-1633	TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	bids@isimangaliso.com	E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

Environmental Record

I /We, the undersigned _____ hereby declare

Please delete the statement which does not apply:

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

alternatively

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

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

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

WITNESSES

1. _____
2. _____

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locally Registered Address Service Provider within uMkhanyakude or King Cetshwayo District Municipalities.	4	2	N/A	
Minimum 51% Black Ownership	4	2	N/A	
Minimum 51% Woman Ownership	4	2	N/A	
Minimum 51% Youth Ownership	4	2	N/A	
Minimum 51% Ownership by people living with disabilities	4	2	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all quotations¹ 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 quotation of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

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

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying quotation:

in response to the invitation for the quotation made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying quotation will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying quotation, on behalf of the bidder;

ISIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a quotation;
 - (e) the submission of a quotation which does not meet the specifications and conditions of the quotation; or
 - (f) bidding with the intention not to win the quotation.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this quotation invitation relates.
9. The terms of the accompanying quotation have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

.....

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

Position

Name of Bidder

CONTRACT FORM - RENDERING OF SERVICES SBD 7.2

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

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

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;

- Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

WITNESSES

1

2

DATE:

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

SBD 3.1

1.4 PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

Name of bidder.....	Bid number.....
Closing Time 12:00	Closing date.....

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

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

- Required by:

- At:

.....

- **Brand and model**

- **Country of origin**

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

- **Period required for delivery**
***Delivery: Firm/not firm**

- **Delivery basis**

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

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

***Delete if not applicable**

SERVICE PROVIDER'S AGREEMENT

between the

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

(hereinafter referred to as "the Service Provider")

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

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

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

1.1 Expressions which denote:

1.1.1 any gender shall include the other genders;

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

1.1.3 the singular shall include the plural and vice versa;

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

1.3 "**the Services**" - shall mean the Services and/or Products to be provided and/or supplied by the Service Provider, and as set out in the Schedule

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

1.5 "**the Schedule**" – shall mean the Schedule attached hereto, the content thereof being incorporated into the body of this Agreement

2. SERVICE PROVIDER UNDERTAKINGS

The Service Provider hereby undertakes to:

2.1 Provide and/or deliver the Services at the specified times to the stipulated specification;

2.2 Not make any representations on behalf of iSimangaliso;

2.3 Abide by Park rules and directives as amended from time to time;

2.4 Hold itself liable for any damage, as defined in the National Environmental Management Act, caused by the service provider, any invitees, collaborators, assistants or employees, and shall be liable for the cost of rehabilitation or restoration of such damage or for the mitigation measures required, as directed by iSimangaliso.

2.5 Obtain all necessary environmental and other permits and/or approvals in accordance with the Regulatory Provisions and shall comply with all conditions of any environmental or other permit or approval granted by any Relevant Authority and shall take all necessary action required under the Regulatory Provisions.

2.6 Hold itself liable to pay a penalty imposed by the Authority for failing to comply with the provisions of this contract. Penalties shall be calculated at 2% (two percent) of the fees payable within the month that the Service Provider failed to comply with the provision of this Agreement.

2.7 Not to poach any staff member of iSimangaliso during the term of this Agreement and for a period of two years after expiry or termination;

2.8 Shall ensure that no director, employee, or sub-contractor shall do anything to damage the name and reputation of iSimangaliso. If, in the reasonable opinion of iSimangaliso, the Service Provider, any director, employee or subcontractor provider has caused iSimangaliso harm or damaged its good name or reputation iSimangaliso shall be entitled to terminate this Agreement or require the Service Provider to remove the director, employee or subcontractor provider from any further participation arising from this Agreement;

2.9 Shall replace any person assigned to this Agreement if in its discretion iSimangaliso is dissatisfied with the performance or conduct of this person;

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

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

3. DURATION OF AGREEMENT

3.1 The agreement shall commence on the signature date and endure for a period of _____ months plus any further period at the sole discretion of iSimangaliso, but not exceeding 12 months, unless terminated in terms of the Agreement or as follows:

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

4. TERMINATION OR CANCELLATION

4.1 Either party wishing to terminate this Agreement, either in whole or in part, must provide the other Party with at least 90 (ninety) calendar days' prior written notice signed by a duly authorised signatory

4.2 Subject to clause 4.1 of this agreement, iSimangaliso may terminate this agreement in the event that the Service Provider fails to comply with, or fails to remedy on-compliance, notwithstanding iSimangaliso's notice to the Service Provider to remedy the failure, or the terms and conditions contained in clause 3.1

4.3 An aggrieved Party may only terminate this Agreement in terms of Clause 8 of this Agreement if the breach is material and is not capable of being remedied by payment or if it is capable of being remedied by payment, the other Party fails to make payment within 14 (fourteen) calendar days after the final determination of the amount.

5. PAYMENT OF SERVICES

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

6. CESSION, ASSIGNMENT AND SUBCONTRACTING

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

7. LICENSES AND COPYRIGHT

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

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

8. CONFIDENTIAL INFORMATION

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

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

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

9. FORCE MAJEURE

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

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

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

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

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

10. DISPUTE RESOLUTION

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

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

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

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

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

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

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

11. BREACH

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

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

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

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

or if circumstances shall arise that entitle the courts or a creditor to appoint a business rescue practitioner, or which entitle the courts to make a winding-up order;

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

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

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

12. PUBLIC LIABILITY INSURANCE

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

13. LIMITATION OF LIABILITY

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

14. GENERAL

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

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

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

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

15. DOMICILIUM AND NOTICES

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

The iSimangaliso Authority:

CEO

iSimangaliso Wetland Park Authority

Private Bag X05 St Lucia

3936

Telefax: (035)590-1601

The Service Provider:

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

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

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

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

16. **COSTS**

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

17. **SIGNED**

For the iSimangaliso Authority

Signature: _____

Full Name: _____

Designation: _____

Date: _____

Witness #1: _____

Witness #2: _____

for the Service Provider:

Signature: _____

Full Name: _____

Designation: _____

Date: _____

Witness #1: _____

Witness #2: _____

AUTHORITY TO SIGN A BID/QUOTATION

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

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

.....

(Name of Company)

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY:

.....

(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....

SIGNATURE DATE

C. PARTNERSHIP

D. CLOSE CORPORATION

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

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

At.....Mr/Ms.....,

whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....

(Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....

(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1

2