



iSimangaliso

Wetland Park

REQUEST FOR PROPOSAL TO APPOINT PRIVATE OPERATOR (S) TO OPERATE, ECO-TOURISM FACILITIES WITHIN THE iSIMANGALISO WETLAND PARK – READVERTISEMENT

RFP NUMBER: 23/2025

Date Issued: **[04 March 2026]**

Closing date and time: **[07 April 2026 at 12:00]**

Bid Validity Period: **[120 days]**

TENDER BOX ADDRESS:

**ADDRESS: The iSimangaliso Wetland Park Authority The Dredger Harbour McKenzie Street
St Lucia Estuary Dukuduku
3936
(Approximately 25km from the town of Mtubatuba)**

NAME OF THE BIDDER:

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GLOSSARY OF TERMS

Act	the World Heritage Convention Act, 1999 (Act No. 49 of 1999) and regulations issued under the Act;
Bid	proposal submitted by the Private Party to undertake the Project, based on predefined criteria as stipulated in this RFP
Bid Adjudication Committee	the committee constituted by iSimangaliso for purposes of reviewing and approving bid recommendations from the Bid Evaluation Committee (BEC), ensuring fairness, transparency, and compliance with procurement regulations;
Bid Evaluation Committee	the committee constituted by iSimangaliso for purposes of evaluating Bids submitted in response to this RFP, ensuring fairness, transparency, and accountability in the procurement process;
Bidder	a person or persons or a special-purpose entity formed to represent individuals, groups of individuals or organisations who submit(s) a Bid in terms of this RFP;
Contract Term	The duration of the Project
DFFE	Department of Forestry, Fisheries and Environment;
Effective Date	the Signature Date of the Operational Agreement;
EMP	an Environmental Management Plan that outlines how the project or activities thereof will mitigate, monitor, and manage its environmental impacts, ensuring compliance with environmental regulations and promoting sustainable practices

Ezemvelo	Ezemvelo KwaZulu Natal Wildlife established in terms of Section 20 of the KwaZulu-Natal Nature Conservation Management Act, 1997 (Act No. 9 of 1997) or its successor;
Expiry Date	the date in which the contract lapses
IMP	the Integrated Management Plan prepared by iSimangaliso in terms of the Act applicable to the Park;
iSimangaliso	the iSimangaliso Wetland Park Authority established by the Minister in terms of Government Notice 4477 dated 24 November 2000;
Land Claimants	refers to individuals, communities, or groups who have lodged claims for the restitution of land rights under the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994);
Land Owners	Refers to individuals or communities who regained land through the Land Restitution Program;
Local community	a black person or persons usually resident in the uMkhanyakude or KwaMbonambi municipal areas;
Management Agreement	the Management Agreement entered into between Ezemvelo and iSimangaliso in respect of Park management dated September 2001;
Minister	the Minister of Forestry Fisheries and Environment;
NEMPAA	National Environment Management: Protected Areas Act No. 57 of 2003
Official Bid Representative	iSimangaliso's Project Officer or the official so delegated to manage the bidding process;
Operator Opportunity	refers to the Resorts and Campsites Project

	Opportunity as described in the RFP;
Park	the iSimangaliso Wetland Park established by the Minister in terms of Government Notice 4477 dated 24 November 2000 issued in terms of the Act (the extent of which as may be amended from time to time);
Park Rules	rules in respect of safety, respect for wildlife and the environment, and adherence to designated areas and regulations, including entrance fees, speed limits, and prohibitions against feeding animals or littering;
Parties	iSimangaliso and the Operator
PFMA	the Public Finance Management Act, 1999 (Act No. 1 of 1999) including regulations issued under the PFMA
PPP	Public Private Partnership
PPPFA	Preferential Procurement Policy Framework Act;
Preferred Bidder	The bidder identified at the end of the tender evaluation process as being the iSimangaliso's preferred partner to enter into (or enter into final negotiations for) a Operator Agreement. The preferred bidder, if successful, is awarded the contract and called to contract signature;
Private Party	refers to the private agents that enter into a Operator Agreement with iSimangaliso in the project, including sponsors, contractors, lenders, and investors
Project	the project to operate, manage and maintain the resorts and campsites on an interim basis further to the Operational Agreement entered into

	between iSimangaliso and the Private Party/Operator
Project Site/ Concession Area	the designated site and/or land including property and improvements made available by iSimangaliso to the Private Party for the conduct and implementation of the Project
Public Institution	organisations that operate under South African government control and serve the public interest according to the Public Finance Management Act (PFMA), 1999
RFP	this Request for Proposal;
Signature Date	the date of signature of the Operator Agreement by the last signing Party;
Tourism Facilities Operating Agreement	“operating lease” a contract granting a Private Party the right to operate, maintain and manage the resorts and campsites, subject to specific terms and conditions;
VAT	any value-added tax or any similar tax which is imposed in place of or in addition to such tax;

1. INTRODUCTION

- 1.1. The iSimangaliso Wetland 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 travelers and explorers to Africa for centuries. It is approximately 1,328,901 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.

2. LEGAL, REGULATORY & INSTITUTIONAL FRAMEWORK

- 2.1. The Park is under the control of the iSimangaliso Authority. The iSimangaliso Authority reports to the Minister and is mandated to implement the policies and principles of the World Heritage Convention, the Act and the NEMPAA. The iSimangaliso Authority is listed as a Schedule 3a Public Entity under the PFMA and is the protected area manager in terms of the NEMPAA.
- 2.2. The iSimangaliso Authority has entered into a Management Agreement with Ezemvelo, its day-to-day conservation manager. There are some 93 pieces of national legislation, regulations and policies, and international conventions regulating environment in the Park. Key legislation pertaining to this project is the National Environmental Management Act: Integrated Coastal Management Act, 2008 (Act No 24 of 2008), National Forest Act, 1998 (Act No 84 of 1998, National Water Act, 1998 (Act No 36 of 1998), National Environmental Management Act, 2008 (Act No 59 of 2008).

3. INTEGRATED MANAGEMENT PLAN

- 3.1. The iSimangaliso Authority manages the Park in accordance with an Integrated Management Plan (IMP). The IMP provides a framework for conservation, tourism and zonation of activities allowed in the Park. Specific Park Rules and directives are also issued from time to time by the iSimangaliso Authority.

4. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

- 4.1. The scope of the RFP includes the leasing of iSimangaliso tourism facilities within the various sections of the iSimangaliso Wetland Park. This encompasses managing day-to-day operations, maintaining facilities, and adhering to specified standards and regulations of the identified chalets and campsites. This is a readvertisement for Mantuma and Sugarloaf as no bids received under these sections were responsive.
- 4.2. The interim operating lease arrangement is part of the commercialisation strategy that iSimangaliso is undertaking in various sections of the Park. The strategic objectives of the RFP include the following:
 - 4.2.1. Introduce an interim arrangement for a medium term while ensuring compliance with the PPP processes
 - 4.2.2. Ensure compliance with regards to the World Heritage Act, and Health and Safety regulations.

- 4.2.3. Efficient use of the project site
- 4.2.4. Enhance the attractiveness of the resort, increase tourist traffic and stay
- 4.2.5. Facilitate and fast track refurbishment of facilities,
- 4.2.6. Ensure increased tourist numbers
- 4.2.7. Contribution to increased revenue within the Park.
- 4.2.8. Improve visitor’s experience at an attractive destination and generate revenue within the Park.
- 4.3. The purpose of this RFP is to appoint operator(s) to operate, manage and maintain tourism facilities within the Park. The RFP is issued in accordance with the Public Finance Management Act 1999 (PFMA).

5. THE TOURISM RESORTS OPERATING OPPORTUNITY

- 5.1. The table below shows the opportunities available and the duration of the lease:

Tourism Opportunity	Description	Duration
Mkuze/Mantuma Resort	Chalets & Campsites	1 year
Sugarloaf Campsites	Campsites	2 year

- 5.2. The description of the tourism facilities under offer is as listed below:

1. **Mkhuze/Mantuma:** Mantuma Resort is situated in the uMkhuze Section of the Park, uMkhuze is one of the South Africa’s oldest game parks (est. 1912).The 40 000ha uMkhuze is a spectacular section of iSimangaliso for birding and game viewing.

It is home to at least 420 avian species, as well as the Big 5 and rare species such as cheetah and wild dogs – all at home in an amazing landscape of acacia savannah, rivers, pans and riverine forest. The current accommodation inventory and other facilities include the following:

- 2 x 6 Bed Cottages - self-catering with bathrooms
- 4 x 2 Bed Chalets - self-catering with bathrooms
- 5 x 4 Bed Chalets - self-catering with bathrooms
- 6 x 2 Bed Huts - self-catering with communal ablution and kitchen facilities
- 10 x 2 Bed Safari Tents - self-catering with en-suite bathrooms and a separate kitchen
- 3 x 4 Bed Safari Tents - self-catering with en-suite bathrooms and a separate kitchen
- The chalet lodging is constructed with brick walls and a thatched roof.
- The Mantuma Camp 2 sleeper Rest huts provide shared bathroom and kitchen amenities located separate from the rooms.
- The two sleeping chalets include individual en-suite bathrooms equipped with a combined

bath and shower, as well as a separate toilet. Additionally, each chalet is equipped with its own kitchenette.

- The 4 sleeper Chalets consist of two bedrooms, one bathroom equipped with a bath and a shower, a kitchen, a lounge/dining room, and a patio.
- The two sleeper Safari Tents provide individual ensuite facilities, including a private shower and toilet. Additionally, each tent is equipped with a nearby kitchenette.
- The 4 sleeper Safari Tents consist of two separate tents, each equipped with its own bathroom. Additionally, there is a kitchen and dining area located on the same deck.
- The Safari tents are situated in a densely forested region and feature additional shelter above the tents to provide extra shade.
- The 6 sleeper Cottages consist of three bedrooms, a bathroom equipped with a bath, toilet, and hand-basin, as well as a separate shower and toilet. Additionally, there is a kitchen, and a spacious lounge/dining area accompanied by a substantial veranda.
- As part of Mantuma camp there is a 8 bed lodge called Nhlonhlela bush lodge. Nhlonhlela Bush Lodge is overlooking Nhlonhlela Pan. All units are ensuite and are connected by boardwalks branching out from the communal lounge and kitchen. A cook/caretaker is in attendance, as well as a field ranger (subject to availability) to take visitors on game walks. The lodge is served by solar powered lighting
- The Mantuma resort has an administration block Main Complex which has the following:- Reception Office; Tourist Shop; Offices; Small Board room.
- Kiosk/Take Away with an adjacent deck and Lapa area where meals are served
- Swimming Pool; Staff Accommodation; guest laundry facilities; housekeeping facilities
- Mkuze has a small airstrip that is used for management purposes. However it is possible for it to be used by the operator for private use.

Activities on offer include day and night game drives, birding, Trails and guided walks.

2. **Sugar Loaf Campsite:**

Situated in the St Lucia section of Park on the shores of Africa's largest estuarine system and the Indian Ocean.

There are 92 sites, each accommodating a maximum of 6 people, Ablutions with hot water, a swimming pool.

Key attractions include boat cruise, game drive, charter fishing, recreational fishing, snorkelling, guided walks and bird watching activities.

5.3. Bidders are invited to apply for one or more of the opportunities referred to in above. Each

Bid must take the form of a separate submission; i.e. if a Bidder submits a Bids for two opportunities, each bid must be a separate submission.

- 5.4. Conditional Bids will not be accepted. For example, if a Bidder submits a Bid for Mantuma on in Mkuze and Sugarloaf , the iSimangaliso may award the Bidder one, both or neither opportunities.
- 5.5. The iSimangaliso may elect not to award more than one opportunity for a particular activity to a single Bidder. For purposes of this paragraph the term “single Bidder” will be taken to include both direct and indirect participation.
- 5.6. The iSimangaliso may elect to withdraw one or more tourism opportunities and not award an operating lease for these.

6. LEGISLATIVE FRAMEWORK OF THE BID

6.1. Tax Legislation

- 6.1.1. Bidder(s) must be compliant when submitting a proposal to iSimangaliso and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.
- 6.1.2. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 6.1.3. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder’s tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 6.1.4. iSimangaliso reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.
- 6.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder’s tax compliance status through the Central Supplier Database.
- 6.1.6. iSimangaliso reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to iSimangaliso, or whose verification against the Central Supplier Database (CSD) proves

non-compliant.

6.2. Procurement Legislation

- 6.2.1. iSimangaliso has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999),
- 6.2.2. The Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

6.3. Technical Legislation/or Standards

- 6.3.1. Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services. The tender will be conducted in accordance with the terms of this RFP and the laws of the Republic of South Africa.

7. TIMELINE OF THE BID PROCESS

- 7.1. The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal/ website:	04 March 2026
Written questions of clarification closing date:	31 March 2026
Bid submission closing date:	07 April 2026 at 12:00 precisely (Bidders will not be permitted to submit their proposal after the set time) Bidders are invited to attend a non-compulsory public opening of tender same day.

- 7.2. All dates and times in this bid are South African standard time. Any time or date in this bid is subject to change at iSimangaliso’s discretion. The establishment of a time or date in this bid does not create an obligation on the part of iSimangaliso to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

7.3. The bidder accepts that, if iSimangaliso extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7.4. **Site visits is not compulsory and may be arranged by iSimangaliso. Bidders must sending their requests via email to bids@isimangaliso.com**

8. CONTACT AND COMMUNICATION

8.1. A nominated official of the bidder(s) can make enquiries via email: bids@isimangaliso.com . No telephonic queries will be entertained.

8.2. The delegated office of iSimangaliso may communicate with Bidder(s) where clarity is sought in the bid proposal.

8.3. Any communication to an official or a person acting in an advisory capacity for iSimangaliso in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

8.4. All communication between the Bidder(s) and iSimangaliso must be done in writing.

8.5. Whilst all due care has been taken in connection with the preparation of this bid, iSimangaliso makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. iSimangaliso, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

8.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by iSimangaliso (other than minor clerical matters), the Bidder(s) must promptly notify iSimangaliso in writing of such discrepancy, ambiguity, error or inconsistency in order to afford iSimangaliso an opportunity to consider what corrective action is necessary (if any).

8.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by iSimangaliso will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

8.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

9. LATE BIDS

9.1. Bids received after the closing date and time, at the address indicated in the bid documents,

will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

10. COUNTER CONDITIONS

- 10.1. Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. All copyright and intellectual property rights that may result as consequences of the work to be performed will become the property of iSimangaliso.
- 11.2. Tourism Facilities Operators must hand over all documents and information in any format, including copies thereof, that it received from iSimangaliso or that it had access to during the assignment immediately after completion of the assignments to iSimangaliso.
- 11.3. Tourism Facilities Operators shall deliver to iSimangaliso, on completion of an assignment, any security devices, passwords or protective mechanisms to the soft versions of documents that were written and iSimangaliso will have the right to amend and change these without obligation whatsoever to the Tourism Facilities Operator upon completion of the assignment.
- 11.4. A due diligence review may be conducted at the sole discretion of iSimangaliso at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at bidder's offices.
- 11.5. The Tourism Facilities Operator may not cede or assign any part of its agreement with iSimangaliso nor subcontract any part of the work assigned to them without the prior written authorisation of iSimangaliso.
- 11.6. Failure to comply with any condition of this request for a proposal will invalidate respective tender proposal.
- 11.7. Regular monthly written feedback must be given to the Chief Executive Officer: or his/her nominee on all matters, pertaining to this assignment.

12. SUBMISSION OF PROPOSALS

- 12.1. Bid documents must be placed in the tender box. Bid documents will only be considered if received by iSimangaliso before the closing date and time, regardless of the method used to send or deliver such documents to iSimangaliso
- 12.2. Note: Bidders are requested to initial each page of the tender document on the bottom

righthand corner.

13. PRESENTATION / DEMONSTRATION

- 13.1. iSimangaliso reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

14. DURATION OF THE CONTRACT

- 14.1. The successful bidder(s) will be appointed for a period of 12 to 24 months for the various sites as highlighted below. Any further period will be at the sole discretion of iSimangaliso.

Tourism Opportunity	Duration
Mkuze/Mantuma	1 year
Sugarloaf Campsites	2 years

15. RENTAL FEE

- 15.1. The Bidder must propose a VAT-inclusive monthly rental in Annexure 2.
- 15.2. The rental amount proposed must be greater than the minimum rental set by iSimangaliso as shown below:

Tourism Opportunity	Minimum Amount/month	Duration
Mkuze/Mantuma	R30 000.00	1 year
Sugarloaf Campsites	R20 000.00	2 years

16. PRE-QUALIFICATION REQUIREMENTS –

- 16.1. All certificates/qualifications must be certified, and certification should not be older than six months.
- 16.2. In addition to checking the completeness of the document in terms of compliance with the requirements of the RFP the following will also apply as pre-qualification requirements:

Document to be submitted	Tick	Non-Submission disqualification may Result in disqualification
Tax Status		The bidder's tax compliance status: Valid SARs Tax Pin
SBDs		All attached SBDs fully completed, signed, and initialed.
Director/s ID Copy		A certified director/s ID copy/ies.
Company Resolution or Authority to Sign Bid or Quotation.		<ul style="list-style-type: none"> i. Company Resolution or Authority to Sign Bids/Quotations as per SBD 1 requirement. ii. Company Resolution or Authority to Sign Bids/Quotations on the attached format as per annexure A to D.
Draft Tourism Facilities Operating Agreement (Separate attachment)		Draft Agreement completed, commented on, fully signed and initialed.
Submission of information required under Annexure 2		Annexure 2
Registration on the Central Supplier Database (CSD)		<p>The Legal Company must be registered as a Tourism Facilities Operator on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.</p> <p>Visit: https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Submit Full Registration Report (Not Summary).</p>
Submission of Company Profile		Complete company profile indicating bidders contact details, office address and services rendered.
Rental Fees Proposal		Pricing proposal as per SBD 3.1 attached and Annexure 3.

Financial statements and cashflows		Financial statements and existing cashflows and projected cashflow submitted.
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17. TECHNICAL EVALUATION CRITERIA

17.1. All certificates/qualifications must be certified, and certification should not be older than six months.

17.2. Stage 1: Technical Evaluation Criteria = 100 points

17.2.1. All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

17.2.2. Only Bidders that have met all the requirements in terms of compliance and completeness of the submitted proposal as per the above mandatory requirements in the Pre-Qualification Criteria in (Stage 0) will be evaluated in Stage 1 for functionality. Functionality will be evaluated as per the table below:

	EVALUATION CRITERIA	Weighted Average
1.	Relevant Experience & Track Record <ul style="list-style-type: none"> – Proven experience in running tourism/hospitality business. – Years of operation (submit proof) – Contactable references 	30
	<i>Excellent: 5+ yrs + multiple sites + strong refs</i>	30
	<i>Good: 3–5 yrs + 1–2 similar</i>	20
	<i>Fair: 1–3 yrs + limited</i>	10
	<i>Poor/None: <1 yr or weak evidence</i>	0
2.	Operational & Management Plan <ul style="list-style-type: none"> – Staffing & daily management plan – Maintenance & visitor services plan 	20

	<ul style="list-style-type: none"> – Quick start-up phasing/plan – Risk & health/safety measures 	
	Excellent: <i>Comprehensive operational & management plan, detailed maintenance & visitors plan; quick start up plan, detailed risk/safety in line with the Park</i>	20
	Good: <i>Solid structure, realistic maintenance & visitors plan; adequate start up plan and risk/safety in line with the Park</i>	15
	Fair: <i>Basic operations and management plan & start up plan and risk/safety measure</i>	10
	Poor: <i>Vague, incomplete, or non-compliant</i>	0
3.	Financial Capacity <ul style="list-style-type: none"> – 2 years annual financial statements – Funding proof for setup & operations – Realistic revenue & lease fee projections 	30
	Excellent : <i>Strong financials statements (positive ratios, no red flags) + secured funding proof/proof of operating capital + detailed, realistic projections (cash flow, break-even clear)</i>	30
	Good : <i>Adequate financial stability + funding sources identified + reasonable projections</i>	20
	Fair: <i>Basic statements + some funding evidence + outline projections (lacks depth)</i>	10
	Poor: <i>Weak financials, insufficient proof of funding, unrealistic/vague projection</i>	0
4.	Marketing Plan <ul style="list-style-type: none"> – Visitor attraction strategies – Marketing channels & campaigns – Occupancy & revenue forecasts 	10
	Excellent: <i>Robust marketing strategy + excellent marketing channels & campaigns + high occupancy and revenue forecasts</i>	10
	Good: <i>Clear strategy + good marketing channels & campaigns + reasonable forecast</i>	8
	Fair: <i>Basic marketing outline</i>	5
	Poor: <i>Weak/vague/unrealistic</i>	0

5.	Environmental management plan – Environmental management plan	10
	Excellent: Highly detailed, site-specific environmental management plan with strong, measurable mitigation measures & commitments	10
	Good: Clear site-specific environmental management plan with good mitigation measures	8
	Fair: Basic outline covering main elements + lacks specifics + limited mitigation measures.	5
	Poor: Minimal, vague, generic, or incomplete plan	0

17.2.3. Functionality score should be 70 points or more to qualify for the stage evaluation stage.

17.2.4. **NB: Bidders must provide all supporting documentation for each functionality criteria.**

17.3. **Stage 2 – Price Evaluation (80 Points)**

17.3.1. The following formula will be used to calculate the points for price: Where

Criteria	Points
$P_s = 80 (1 + (P_t - P_{max}) / P_{max})$	80

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
P_{max}	=	Price of the highest acceptable tender

17.3.2. Specific Goal Evaluation (20 Points) Special goals Points allocation

17.3.3. A maximum of 20 points may be allocated to a bidder for attaining their special goals status level of contributor in accordance with the table below:

Specific Goals Status Level of Contributor	Number of Points (80/20)	Proof of Specific Goal.
Minimum 51% Black Ownership	4	CSD full report, Company Registration Certificate, or Director's ID Copy
Minimum 51% Youth Ownership	4	CSD full report, Company Registration Certificate, or Director's ID Copy
Minimum 51% Women Ownership	4	Proof of Residence or CSD or Company Registration Certificate.
Locally registered Company within King Cetshwayo and uMkhanyakude Districts Municipalities	4	CSD full report, Company Registration Certificate, or Director's ID Copy
Minimum 51% Ownership by people living with disabilities	4	CSD full report, Company Registration Certificate, or Director's ID Copy and Director's Medical Certificate or Medical Report.

17.4. Award recommendation:

17.4.1. iSimangaliso nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

17.5. Price and specific goal Evaluation (80+20) = 100 points

17.5.1. Only Bidders that have met the 70-point threshold in Stage 1 will be evaluated in Stage 2 for price and Specific Goals. Price and specific goal will be evaluated as follows:

17.5.2. In terms of regulation 6 of the Preferential Procurement Regulation pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/10-preference point system in terms of which points are awarded

to bidders on the basis of:

17.5.3. The bid price (maximum 80 points)

17.5.4. Specific goal for the contribution (maximum 20 points)

17.6. SCORING METHODOLOGY

17.6.1. Each panel member will rate each individual criterion on the score sheet using the points guidelines indicated in the TOR scoring criteria.

17.6.2. Individual value scores will be added to obtain the points scored for all elements. These points will be added and averaged according to the number of panel members. Only bidders that have met or exceeded the minimum threshold will be evaluated and scored in terms of pricing and specific goals.

18. OTHER DOCUMENTS REQUIRED

18.1. Bidders must submit copies of identity documents of directors or shareholders of the company who will be responsible for this project with the bid documents at the closing date and time of the bid. Failure to do so may result in the disqualification of your bid.

18.2. **SBD 3.1 pricing schedule and rental offer in Annexure 3** must be submitted before the closing date of the bid in a separate sealed envelope marked “pricing schedule/rental proposal”. Failure to comply with this requirement will result in disqualification of your bid.

18.3. Failure to adhere to any of these requirements will result in disqualification:

18.4. Bidders must submit copies of identity documents of directors or shareholders of the company who will be responsible for this project with the bid documents at the closing date and time of the bid. Failure to do so may result in the disqualification of your bid.

19. DRAFT TOURISM FACILITIES OPERATING AGREEMENT

19.1. Upon award iSimangaliso and the successful bidder will conclude a Tourism Facilities Operating Agreement regulating the specific terms and conditions applicable to the services being offered by iSimangaliso.

19.2. iSimangaliso reserves the right to vary the proposed draft Tourism Facilities Operating Agreement during negotiations with a bidder by amending or adding thereto.

19.3. Bidder(s) are requested to:

19.3.1. Comment on draft Tourism Facilities Operating Agreement and where necessary, make proposals to the thereof;

19.3.2. Explain each comment and/or amendment; and

19.3.3. Use an easily identifiable colour font or “track changes” for all changes and/or amendments

to the clauses in the draft agreement for ease of reference.

19.4. iSimangaliso reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to iSimangaliso or pose a risk to the organization.

19.5. NB: The Draft Tourism Facilities Operating Agreement is attached as a separate annexure.

20. TOURISM FACILITIES OPERATOR AGREEMENT

20.1. Any award made under this RFP shall be strictly conditional upon the successful Bidder entering into and signing the final Tourism Facilities Operator Agreement with iSimangaliso upon award. No rights, entitlements, or expectations of commencement of operations shall accrue to the successful Bidder until the final Tourism Facilities Operator Agreement has been duly signed by all Parties.

20.2. Failure by the successful Bidder to sign the final Tourism Facilities Operator Agreement upon award, or within any period stipulated by iSimangaliso, shall entitle iSimangaliso, at its sole discretion and without prejudice to any other rights or remedies, to withdraw the award, cancel the appointment, and/or appoint an alternative bidder.

20.3. The bidder(s) accepting the terms and conditions contained in the draft Tourism Facilities Operator Contract as the minimum terms and conditions upon which iSimangaliso is prepared to enter a contract with the successful Bidder(s).

21. CONTRACT PRICE ADJUSTMENT

21.1. When applicable contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the CPI inflation or 8% whichever is greater, where applicable.

22. SPECIAL CONDITIONS OF THIS BID

22.1. iSimangaliso reserves the right:

22.1.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

22.1.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

22.1.3. To accept part of a tender rather than the whole tender.

- 22.1.4. To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 22.1.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 22.1.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 22.1.7. Award to multiple bidders based either on size or geographic considerations.

23. iSIMANGALISO REQUIRES BIDDER(S) TO DECLARE

- 23.1. In the Bidder's Technical response, bidder(s) are required to declare the following and confirm that the bidder(s) is to: –
 - 23.1.1. Act honestly, fairly, and with due skill, care and diligence, in the interests of iSimangaliso;
 - 23.1.2. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - 23.1.3. Act with circumspection and treat iSimangaliso fairly in a situation of conflicting interests;
 - 23.1.4. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - 23.1.5. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with iSimangaliso;
 - 23.1.6. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - 23.1.7. To conduct their business activities with transparency and consistently uphold the interests and needs of iSimangaliso as a client before any other consideration; and
 - 23.1.8. To ensure that any information acquired by the bidder(s) from iSimangaliso will not be used or disclosed unless the written consent of the client has been obtained to do so.

24. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 24.1.1. iSimangaliso reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of iSimangaliso or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- 24.1.2. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 24.1.3. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 24.1.4. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of iSimangaliso's officers, directors, employees, advisors or other representatives;
- 24.1.5. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 24.1.6. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 24.1.7. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 24.1.8. has in the past engaged in any matter referred to above; or
- 24.1.9. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

25. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 25.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that iSimangaliso relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 25.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by iSimangaliso against the bidder notwithstanding the conclusion of the Service Level Agreement between iSimangaliso and the bidder for the provision of the Service in question.
- 25.3. In the event of a conflict between the bidder's proposal and the Service Level Agreement

concluded between the parties, the Service Level Agreement will prevail.

26. PREPARATION COSTS

26.1. The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing iSimangaliso, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

27. INDEMNITY

27.1. If a bidder breaches the conditions of this bid and, as a result of that breach, iSimangaliso incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds iSimangaliso harmless from any and all such costs which iSimangaliso may incur and for any damages or losses iSimangaliso may suffer.

28. PRECEDENCE

28.1. This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

29. LIMITATION OF LIABILITY

29.1. A bidder participates in this bid process entirely at its own risk and cost. iSimangaliso shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this Bid process.

30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

30.1. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. iSimangaliso

reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

31. GOVERNING LAW

- 31.1. South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

32. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

- 32.1. A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that iSimangaliso allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and iSimangaliso will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

33. CONFIDENTIALITY

- 33.1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with iSimangaliso's examination and evaluation of a Tender.
- 33.2. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by iSimangaliso remain proprietary to iSimangaliso and must be promptly returned to iSimangaliso upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 33.3. Throughout this bid process and thereafter, bidder(s) must secure iSimangaliso's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.
- 33.4. The preferred bidder will be required to sign confidentiality and/or indemnity agreements with

iSimangaliso

- 33.5. The preferred bidder undertakes, at any time during the term of its appointment and after any termination or cancellation thereof, directly or indirectly disclose, or directly or indirectly use, whether for its own benefit or that of any other person any confidential information of iSimangaliso including that of or any information relating to its clients, customers, suppliers, donors, sponsors or agents.

34. ISIMANGALISO PROPRIETARY INFORMATION

- 34.1. Bidders will on their bid cover letter make declaration that they did not have access to any iSimangaliso proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

35. SUPPLIER DUE DILIGENCE

- 35.1. iSimangaliso reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include but is not limited to conducting site visits at the bidder's corporate offices and requests for additional information.
- 35.2. The Bidder is responsible for its own due diligence investigation in connection with the Service and all matters relating to this RFP. Neither iSimangaliso nor any of its officers, employees, agents or advisers make any representation or warranty, express or implied, concerning any matter affecting.
- 35.3. The Service, other than the representations and undertakings of iSimangaliso Authority set out in the Service Agreement.
- 35.4. It is iSimangaliso objective to promote the participation of historically disadvantaged professionals through its Tourism Facilities Operators.
- 35.5. Bidders are requested to indicate in their proposals how they will assist iSimangaliso in achieving this objective.

36. FRONTING

- 36.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 36.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as

part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies iSimangaliso may have against the Bidder / contractor concerned.

37. GENERAL

- 37.1. This RFP supersedes all other communications between the iSimangaliso Authority and the Bidder.
- 37.2. The iSimangaliso Authority reserves the right to change the timetable or otherwise amend, supplement or clarify this RFP at any time. The iSimangaliso Authority may cancel the tender at any time without prior notice for any reason whatsoever and may disqualify any Bidder as provided for in this RFP. The iSimangaliso Authority shall not incur any liability whatsoever in exercising any rights in terms of this RFP or the laws of the Republic of South Africa.
- 37.3. The iSimangaliso Authority reserves the right to enter into other or additional agreements for the same, similar or dissimilar services at any stage, at its sole discretion.

38. CORRESPONDENCE & COMMUNICATION

- 38.1. All correspondence and any communication must be directed to the Official Bid Representative, via email to: bids@iSimangaliso.com. No Bidder is permitted to correspond or communicate with any member of an evaluation panel, any technical advisor or consultant to the iSimangaliso Authority or board or staff member of the iSimangaliso Authority in relation to this tender, unless prior written permission therefore has been obtained from the Official Bid Representative. Failure to adhere to this stipulation may lead to disqualification.
- 38.2. No verbal agreement or conversation with, nor any verbal clarification from any officer or employee of the iSimangaliso Authority or any of its advisors shall affect or modify any of the terms and conditions contained in this RFP. Only written amendments, supplements or clarifications to this RFP by the Official Bid Representative may be relied upon as authorised. Communications sent by the Official Bid Representative to the Bidder via electronic mail shall be deemed to be communication in writing.
- 38.3. Correspondence contemplated above may include questions for clarification by Bidders. Such questions and the responses thereto shall thereafter be circulated to all Bidders.

38.4. In special circumstances, the Bidder may request that a question and the response thereto be treated confidentially. In such an instance, the iSimangaliso Authority, in its sole discretion, may either respond to the Bidder only, or may circulate the question and the answer to all Bidders. The onus is on the Bidder to ensure that its correspondence is received by the iSimangaliso Authority.

INFORMATION REQUIRED

1. The Bid Submission must comprise a number of sections.
2. Each section must have a tabbed covering page clearly setting out the section number and the name of the section, eg *Section 1: Bidder Information*.
3. Labelled file dividers must be used to separate each of the sections.
4. The pages must be numbered.
5. The document must be appropriately bound.
6. The document must include a contents page with cross-references to the items in Sections 1 to 5 below, for example:

Description	Page Number	Reference to RFP
Name, address, telephone #	1	10.1

7. The cover of the Bid submission must comprise the document in **Annexure 2**.
8. All the information requested below must be provided: incomplete sections may be scored zero or the entire submission may be disqualified if information called for is not provided.
9. Do not include the RFP itself in the Bid submission.

Section 1: Bidder Information

10. Bidders must provide the following information in Section 1 of their Bid Submissions, labelled “Section 1: Bidder Information”:
 - 10.1. name, address, and telephone and fax numbers of Bidder and trading name of Bidder if different from its registered name;
 - 10.2. the names of the directors, members or partners and their experience, areas of expertise and areas of responsibility in the Activity;
 - 10.3. if the Bidder is a partnership, close corporation or company:
 - 10.3.1. the place of registration or formation;
 - 10.3.2. the registration number (if a company or close corporation);
 - 10.3.3. a copy of the memorandum and articles of association or memorandum of incorporation (or equivalent constitutional documents);
 - 10.3.4. a copy of the shareholders’ or partnership agreement;
 - 10.3.5. a summary of the direct shareholdings or owners giving the name of each shareholders/owner and the percentage holding or other beneficial interest or participation of each, for each class or category of interest;
 - 10.4. a schematic diagram showing the equity and effective ownership and voting rights (if different from equity ownership), and non-equity sources of funding;

- 10.5. 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. application for tax compliance status (tcs) pin may be made via e-filing through the sars website www.sars.gov.za .
- 10.6. six months' bank statements of the Bidder and/or its shareholders (If these are voluminous, they may be submitted in electronic form – eg on a flash drive – *provided* that the bid documentation includes a monthly summary showing the opening, closing, highest, lowest and average daily bank balances);
- 10.7. a letter from the Bidder's bankers regarding the conduct of its account;
- 10.8. a statement of assets and liabilities of the shareholders and of any person signing surety, attested to by an independent professional and, if any shareholder or surety is a company, the most recent audited financial statements of that company;
- 10.9. the last two years' audited or professionally-certified annual financial statements of the Bidder;
- 10.10. The Bidder must be registered as a Tourism Facilities Operator on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <https://secure.csd.gov.za> / to obtain your vendor number.
- 10.11. the lease agreements or other legal documents relating to occupation of land and buildings for residential and business purposes.

Section 2: Business and operational plan

11. The Bidders must provide the undermentioned information in Section 2 of its Bid submission, labelled *Section 2: Business & Operational Plan*. Each of the items listed must be addressed in sufficient detail. It must be clearly demonstrated that the proposed business has been thought through, is logical, is congruent with the financial projections and is likely, on a balance of probabilities, to be commercially sustainable.

Business rationale & objectives –

- 11.1. articulate and explain the business rationale;
- 11.2. indicate the potential synergies or points of conflict with the Park's objectives.

General information about the business –

describe or explain:

- 11.3. whether this is an existing business or a new business;

- 11.4. the form of the business entity, i.e. sole proprietorship, partnership, close corporation or company;
- 11.5. the proposed staffing structure (number of people, positions, qualifications and years experience generally and extent of local knowledge);
- 11.6. the location of the business;
- 11.7. its basic infrastructure (offices, staffing, marketing);
- 11.8. the length of time the business has been operating (if existing);
- 11.9. number of years' experience of the parties who will be in active control of the operations.
- 11.10. branding – existing (if any) and proposed;
- 11.11. if the Bidder is part of a larger group or company –
 - 11.11.1. particulars of the larger group or company; and
 - 11.11.2. its relationship to the Bidder.

Market analysis -

describe or explain:

- 11.12. extent of research/investigation undertaken (research or investigation may comprise the Bidder's experience where it operates a similar existing operation in the Park or elsewhere);
- 11.13. target markets identified (demographics, seasonality, source, etc);
- 11.14. quantified/estimated likely future demand in the target markets identified (eg domestic, foreign);
- 11.15. intended price list (benchmarked against current prices elsewhere, if any).

Financial viability -

- 11.16. Bidders must provide projected cashflows for the project (An excel editable copy of the cashflow must be submitted via usb)

Section 3: Environmental Considerations

12. Bidders must provide the following information in Section 3 of their Bid Submissions labelled *Section 3: Environmental Considerations*:
 - 12.1. the key environmental issues in relation to the operations with an explanation as to how each of them will be addressed during operations;
 - 12.2. a declaration in the form set out in Annexure 5 relating to any offences in the Park and where available copies of warning letters, J534s, and the like;
 - 12.3. a statement of the Bidder's environmental track record, and any warnings, fines or the like that have been received regarding environmental infringements from any relevant authority; and
 - 12.4. the Bidder's "green" practices, including efforts made by it to reduce its carbon and

ecological footprint.

Section 4: Black Economic Empowerment

13. Bidders must provide the following in Section 4 of their Bid Submissions labelled *Section 4: Black Economic Empowerment*:

13.1. Bidders must provide the following

Ownership -

- 13.1.1. name of the BEE shareholder or partner and their percentage share in the business, with an indication of whether or not these owners are Local-community members and, if so, supporting documentation indicating place of residence;
- 13.1.2. other BEE shareholdings and equity interests or board positions not related to this Activity or business and level of involvement in these other businesses.

Strategic management & employment equity -

- 13.1.3. a diagram showing the organisational structure, the names, gender and designations of employees, and the levels of the positions in relation to each other;
- 13.1.4. a table showing existing jobs (including job title and number of incumbents) and proposed jobs and, which if any. The positions occupied by Local-community members must be clearly marked as such and names of staff members must be provided. At least 50% of front-of house (ie positions dealing with guests) must be Local-community posts.

Procurement –

- 13.1.5. particulars of the current (if existing business) and/or proposed percentage procurement spend (clearly describing the nature of the goods and services) on:
 - 13.1.5.1. BEE suppliers,; and
 - 13.1.5.2. Local-community suppliers.

Training & staff development -

- 13.1.6. a statement of the current (if existing business) and proposed training expenditure as a percentage of personnel costs;
- 13.1.7. details of the type of training that will be provided.

Corporate social responsibility -

- 13.1.8. Any enterprise development and corporate social investment (CSI)

Section 5: The Rental Fee Offer (To be put in a separate Envelope)

14. The Bidder must offer a monthly Rental fee, of not less than or equal to the minimum rental fee set by iSimangaliso (refer to Clause 17 of the RFP and Annexure 3). This rental fee will escalate annually by CPI or 8,0% per annum whichever is higher. The rental fee will be payable monthly in advance to the iSimangaliso on the first day of each month by way of a bank stop order.
15. The Rental fee offered must:
 - 15.1. be an amount greater than the applicable minimum Rental Fee referred to in Clause 17 and Annexure 3;
 - 15.2. coincide with that provided for in the financial projections referred to by the Bidder.

NAME OF BIDDER			
Tick (✓) Appropriate tourism opportunity you are bidding for			
Tourism Facility	Section	Description	Tick appropriate (✓)
Sugar Loaf	St Lucia	Campsites	
Mkuze/Mantuma	Mkuze	Chalets & Campsites	

RENTAL OFFER (Unless stated otherwise all prices excludes VAT)

- Any offer below the INDICATIVE MINIMUM RENTAL will not be considered and such bids would accordingly be disqualified.

Rental Offer Per Month	R	
Rental Offer in words	R	
Escalation per annum	CPI or 8% whichever is greater	
Bidder / Entity Name		
Represented By		
Capacity		
Signature		
Date		
The minimum rental amount for the sites and duration of the leases is as provided below:		
Tourism Opportunity	Minimum Amount	Duration
Mkuze/Mantuma	R30 000.00	1 year
Sugarloaf	R20 000.00	2 years

I/We,

.....

(Identity Number/s:.....)

do hereby interpose and bind myself/ourselves unto and on behalf of -

THE iSIMANGALISO WETLAND PARK AUTHORITY

its Successors-in-Title and Assigns (hereinafter referred to as "the Creditor") as surety for and co-principal debtor *in solidum* with

.....(PROPRIETARY) LIMITED/CLOSE CORPORATION

(Registration Number: _____)
("the Debtor")

for the payment to the Creditor of all sums of money which the Debtor may now and from time to time hereafter owe or be indebted to the Creditor.

It is agreed and declared that all admissions and acknowledgements of indebtedness by the Debtor shall be binding on the Debtor; that the Creditor shall be at liberty, without affecting the rights of the Creditor hereunder, to release securities and to give time to or compound or make any other arrangements with the Debtor or others without reference to or consent from me/us, and that in the event of liquidation, judicial management, arrangement or compromise, no such liquidation, judicial management, arrangement or compromise and no dividends or payments which the Creditor may receive from the Debtor or anyone else including myself/ourselves shall prejudice the rights of the Creditor to recover from me/us to the full extent of this Suretyship any sum which after the receipt of such dividends or payments may remain owing by the Debtor.

In the event of any liquidation or judicial management of the Debtor, I/we bind myself/ourselves not to file any claim against the Debtor in competition with the Creditor. Further, in the event of any arrangement or compromise by the Debtor, whether in terms of company law, insolvency law or under common law, I/we also undertake not to file any claim against the Debtor in competition with the Creditor.

And I/we, on behalf of the Debtor, hereby renounce the benefit of the legal exceptions "*ordinis seu excussionis et divisionis*", "*non cause debiti*", "*non numeratae pecuniae*" and revision of accounts, with the force and effect of which I/we acknowledge that I/we are fully acquainted and I/we agree and declare that this Suretyship is to be in addition to and without prejudice to any other suretyship and security now held or hereafter to be held by the Creditor, and that it shall remain in force as a continuing security notwithstanding any partial or intermediate settlement of account, and notwithstanding death or legal disability.

And I/we hereby agree that notwithstanding any part payment by me or on my behalf, I/we shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Debtor or against any other surety for the Debtor in respect thereof unless and until the indebtedness of the Debtor to the Creditor shall have been discharged in full.

And I/we choose the *domicilium citandi et executandi* for all purposes herein at:

.....
and all notices required to be given to it in terms hereof shall be considered duly given if posted by registered post to the said address.

This Suretyship shall remain of full force and effect for so long as the Debtor is indebted to or under any obligation or commitment to the Creditor and I/we shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations of the Debtor to the Creditor shall have been fully discharged, and then only upon the expiry of 14 (fourteen)

I /We, the undersigned

Delete the statement which does not apply:

hereby declare 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.

THUS DONE AND SIGNED AT _____ on this ____ day of _____ 2026

NAME: _____ SIGNATURE: _____

in the presence of the attesting witnesses.

WITNESSES:

1. NAME: _____ SIGNATURE: _____

2. NAME: _____ SIGNATURE: _____

SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON				CONTACT PERSON	
TELEPHONE NUMBER				TELEPHONE NUMBER	
FACSIMILE NUMBER				FACSIMILE NUMBER	
E-MAIL ADDRESS				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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	
				<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number.....
Closing Time 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: 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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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

.....

3 DECLARATION

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

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

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.

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	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 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—
- 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
 - 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	Number of points allocated	Number of points claimed	Number of points claimed
---	----------------------------	----------------------------	--------------------------	--------------------------

	(80/20 system) (To be completed by the organ of state)	(90/10 system) (To be completed by the organ of state)	(90/10 system) (To be completed by the tenderer)	(80/20 system) (To be completed by the tenderer)
Locally Registered Address Tourism Facilities Operator 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]

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:

STANDARD BIDDING DOCUMENTS FORMS

- 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:

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE TOURISM FACILITIES OPERATOR)

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
	.

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.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? 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:		

STANDARD BIDDING DOCUMENTS FORMS

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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:

(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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Position

.....
Name of Bidder

AUTHORITY TO SIGN A BID/QUOTATION

COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

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

.....

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BE HALF OF COMPANY:(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:.....

Witnesses:

1.....

2

A. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I,.....the undersigned

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

.....

SIGNATURE:..... .SIGNATURE DATE:

C. CLOSE CORPORATION

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

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

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