



**iSimangaliso**  
*Wetland Park*

**THE iSIMANGALISO WETLAND PARK AUTHORITY**

**REQUEST FOR PROPOSAL [RFP]: APPOINTMENT OF TRANSACTIONAL  
ADVISORS FOR PPP PROJECTS FOR A PERIOD OF FIVE YEARS**

**[RFP NUMBER: 22/2023]**

**Date Issued:** [12 January 2024]

**Closing date and time:** [02 February 2024 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 BIDDER:**

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## 1. INTRODUCTION

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 332 000 hectares in size. The Indian Ocean forms the eastern boundary of the Park, which extends from the Mozambican border in the north, to Maphelane in the south and includes the uMkhuze section in the west. The Park traverses approximately one third of the KwaZulu-Natal coastline.

### 1.1 Legal, Regulatory & Institutional Framework

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 NEMPA. The iSimangaliso Authority is listed as a Schedule 3a Public Entity under the PFMA and is the protected area manager in terms of the NEMPA.

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).

### 1.2 Integrated Management Plan

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.

## 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

2.1 The purpose of this Request for Proposal (RFP) is to invite suitable, qualified, and competent Service Providers to send proposals to be considered as Transactional Advisors for PPP Projects to iSimangaliso Wetland Park for a period of sixty (60) months.

### 3. DEFINITIONS

<b>Bid</b>	a Bid submitted in terms of this RFP;
<b>Bidder</b>	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;
<b>CPI</b>	the indices for consumer prices published from time to time by Statistics South Africa applicable to each of the twelve-month periods commencing at the commencement date of the Service Agreement and on each subsequent anniversary of it;
<b>IMP</b>	the Integrated Management Plan prepared in terms of the Act applicable to the Park;
<b>iSimangaliso</b>	the iSimangaliso Wetland Park Authority established by the Minister in terms of Government Notice 4477 dated 24 November 2000;
<b>RFP</b>	this request for proposals;
<b>Service</b>	the service to be provided by the Service Provider.
<b>Service Agreement</b>	the contract to be entered between the iSimangaliso Authority and the Service Provider.
<b>Service Fee</b>	the fee payable by the iSimangaliso Authority to the Service Provider for performing the Services;
<b>Specific Goals</b>	means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

### **3.1 Tax Legislation**

- 3.1.1 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.
- 3.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 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.

### **3.2 Procurement Legislation**

- 3.2.1 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),
- 3.2.2 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).

### **3.3 Technical Legislation/or Standards**

- 3.3.1 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.

## **4. TIMELINE OF THE BID PROCESS**

- 4.1 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 / Tender Bulletin	12 January 2024
Non-compulsory briefing session	Friday the 19 <sup>th</sup> of January 2023 at 10h00. Bidders must follow this link to join: <a href="#">Click here to join the meeting</a>
Written questions of clarification – closing date	26 January 2024
Bid submission closing date	<p>02 February 2024 at 12:00 precisely  <b>(Bidders will not be permitted to submit their proposal after the set time)</b></p> <p>Bidders are invited to attend a non-compulsory public opening of tender on the 02<sup>nd</sup> of February 2024 at 12H00pm.</p>

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. 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

## 5. CONTACT AND COMMUNICATION

- 5.1 A nominated official of the bidder(s) can make enquiries via email: [bids@iSimangaliso.com](mailto:bids@iSimangaliso.com) . **No telephonic queries will be entertained.**
- 5.2 The delegated office of iSimangaliso may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 5.3 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.
- 5.4 All communication between the Bidder(s) and iSimangaliso must be done in writing.
- 5.5 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.

5.7 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).

- 5.8 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.
- 5.9 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.

## 6. **LATE BIDS**

- 6.1 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).

## 7. **COUNTER CONDITIONS**

- 7.1 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.

## 8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All copyright and intellectual property rights that may result as consequences of the work to be performed will become the property of iSimangaliso
- 8.2 Service Providers 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.
- 8.2.1 Service providers 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 service provider upon completion of the assignment.
- 8.3 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.
- 8.4 iSimangaliso promotes local production and content and for purposes of this RFP iSimangaliso

reserves the right to only consider South African Based service providers for appointment under this RFP. .

- 8.5 The service provider 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.
- 8.6 Failure to comply with any condition of this request for a proposal will invalidate respective tender proposal.
- 8.7 Regular monthly written feedback must be given to the Chief Executive Officer: or his/her nominee on all matters, pertaining to this assignment.

## **9. SUBMISSION OF PROPOSALS**

- 9.1 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

**Note: Bidders are requested to initial each page of the tender document on the bottom righthand corner.**

## **10. PRESENTATION / DEMONSTRATION**

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

## **11. DURATION OF THE CONTRACT**

- 11.1 The successful bidder will be appointed for a period of 60 months. Any further period will be at the sole discretion of iSimangaliso but not exceeding 15% of the initial agreement.

## **12. SCOPE OF WORK**

*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 travellers and explorers to Africa for centuries. It is approximately 332 000 hectares in size. The Indian Ocean forms the eastern boundary of the Park, which extends from the Mozambican border in the north, to Maphelane in the south and includes the uMkhuze section in the west. The Park traverses approximately one third of the KwaZulu-Natal coastline.*

*At project inception, Treasury Regulation 16.3.1(d) requires that the accounting officer/authority must appoint a transaction advisor if the relevant treasury so requests. The transaction advisor is typically a consortium of professional consultants, from one or more firms, who work as a team. The transaction advisor contracts with the institution through the lead firm. All other members of the consortium participate either through subcontracts with the lead firm or via a joint venture arrangement who has or have appropriate skills and experience to assist and advise the institution in connection with a PPP, including the preparation and conclusion of a PPP agreement.*

*South Africa has established a firm regulatory framework for national and provincial institutions to enter into public private partnerships (PPPs). This is set out in Treasury Regulation 163 issued in terms of the Public Finance Management Act, 1999 (PFMA). Furthermore, National Treasury's PPP Manual and Standardised PPP Provisions have been issued as PPP practice notes in terms of section 76(4)(g) of the PFMA to make the application of the PFMA and its regulations easier.*

*Section 76 of the PFMA provides that National Treasury must make regulations for a range of matters to do with the effective and efficient management and use of financial resources. Many of these matters are relevant to PPPs and Treasury Regulation 16 to the PFMA provides precise and detailed instructions for PPPs.*

*The entity thus intends to procure the services of an experienced transaction advisor to assist it through the phases of the PPP project cycle. These TOR invite proposals from a transaction advisor representing a team of suitably qualified and experienced financial, technical, environmental, and legal advisors to assist the Entity.*

*The iSimangaliso Wetland Park plans to develop the park's infrastructure and improve efficiencies in its operations over a long term period. The iSimangaliso Wetland Park is a World Heritage Site declared by UNESCO, and therefore the envisaged project is committed to preserving the natural ecological integrity of the Wetland Park, while promoting sustainable development practices in upgrading/developing the entity's current and new infrastructure.*

*As an integral part of this commitment, the project is envisaged to follow international best practice in green building principles, which include but not limited to: biodiversity preservation; sustainable construction practices, indoor environmental quality, sustainable buildings siting and energy efficiency. The environmentally friendly green facilities promote water efficiency; material selection, recycling, education and outreach, monitoring and reporting, to guide all construction, development and maintenance activities within the wetland park.*

*The development and maintenance of the iSimangaliso Wetland Park based on the environmentally-friendly and sustainable green building principles assist in attracting private sector Development Funding Institutions (DFI's) to invest in the project. The private sector funding shall assist in preserving*

*biodiversity and promoting tourism in the iSimangaliso Wetland Park, as envisaged in the Tourism PPP Toolkit. This much needed private sector funding is sorely needed to support the Government's current cost-cutting measures being implemented by all state institutions at all levels, including public entities.*

*The primary objective of these green building principles is to minimize the environmental footprint of the iSimangaliso Park PPP Project, reduce energy consumption, enhance resource efficiency, and promote responsible construction practices that harmonize with the natural surroundings of the wetland park. The green building principles are an integral part of the Wetland PPP Project's commitment to environmental stewardship and sustainable development. All project stakeholders, including contractors, architects, and developers, are expected to adhere to these guidelines to ensure the project's success in achieving its environmental and sustainability objectives.*

*By embracing the green building principles, the iSimangaliso Wetland Park aims to demonstrate that responsible environmental friendly approaches, sustainable development and tourism promotion can coexist harmoniously with the protection and conservation of our precious wetland park ecosystems.*

*The Transaction advisory team is also expected to consider the cost-benefit analysis of the project, conduct fundraising to finance the development, develop financial structure for the participants, and maintenance of the infrastructure and to develop a comprehensive 25 year horizon Biodiversity& Conservation/Tourism Master Plan for the wetland park.*

*The transaction advisor needs to submit a single bid, in the formats prescribed in these TOR. (Reference to 'the transaction advisor' includes the entire advisory team, or relevant members, under the management of a single lead advisor who shall sign an Agreement with the entity)*

*Legal, Regulatory & Institutional Framework,*

## **PURPOSE, MANDATE AND OBJECTIVES**

iSimangaliso Wetland Park Authority was established by Regulation 1193 of 24 November 2000, under the World Heritage Convention Act 49 of 1999. The iSimangaliso Wetland Park Authority ('iSimangaliso') is a Schedule 3A Public Entity, whereas its core business is to conserve and to present World Heritage values and also responsible for empowering the historically disadvantaged communities living in and adjacent to the Park, as well as promoting optimal tourism and related tourism development as part of its contribution to local community landscape of King Cetshwayo, uMkhanyakude Districts Municipalities and beyond

Protected areas and or nature reserves referred to above are managed under very difficult circumstances due to declining budgets, ageing personnel, lack of adequate infrastructure and

mounting pressure from communities demanding tangible economic benefits, mainly from communal reserves.

The inherent socio-economic opportunities in most of these reserves are underutilized due to lack of business acumen, skills and financial resources, while on the other hand, there is a greater interest from private sector, seeking investment opportunities to invest in anticipation for attractive return on investment.

As an intervention to the above situation, the entity intends to conduct a feasibility of PPP tourism projects in terms of Treasury regulations 16 to the Public Finance Management Act, 1999 (PFMA) to procure competent private partners to invest, develop and manage commercial activities in certain on behalf of the entity.

In compliance to the prescripts of the Treasury Tourism PPP toolkit, the entity intends to procure the services of an experienced transaction advisor to undertake the detailed feasibility study as described in this Terms of Reference, and therefore, invite proposals from a suitable and qualified transaction advisor representing a team of suitably qualified and experienced financial, technical, eco-tourism, environmental and legal advisors to assist the entity.

Reference to 'the transaction advisor' includes the entire advisory team, or relevant members under the management of a single lead advisor who will enter into an Agreement with the ISWP

The purpose of commercialization through PPP is its potential to reduce the cost of service delivery, improve service levels and leveraging private capital and expertise to expand tourism products and generate additional revenue. The objectives include:

- Creation of capitalization opportunities
- Revenue Generation;
- Loss minimization or savings on existing operations;
- Optimal use of under-performing assets;
- Job creation;
- Broad based Black Economic Empowerment;
- Infrastructure upgrades and
- Tourism promotion.

## **SCOPE OF WORK**

The scope of work for the Transaction Advisor is as follows:

### **1.1. Part 1: Pre-Feasibility & Feasibility study**

The Transaction Advisor will be required to produce a pre-feasibility and comprehensive feasibility studies for the development and maintenance of the entity's infrastructure using public sector comparator and PPP reference models, as outlined in the Tourism PPP Toolkit and the PPP Manual. This must enable the iSimangaliso to determine:

- Conditional survey and review of existing infrastructure
- Pre-feasibility study
- Feasibility Study
- full project life cycle costs
- affordability limits
- risks and their costs
- optimal value-for-money methods of delivery.

Section below sets out the deliverables required of the Transaction Advisor for the feasibility study.

### **1.2. Part 2: PPP procurement**

If, based on the feasibility study, a PPP solution is decided on, and if the iSimangaliso requires it, the Transaction Advisor will be required to provide the necessary technical, legal, and financial advisory support for the procurement of a private partner. This must comply with all elements of Treasury Regulation 16 to the Public Finance Management Act (PFMA).

### **1.3. Part 3: Project Fundraising**

The entity would like to explore fundraising opportunities to assist in financing the project. In this regard, the service provider is required to raise funds from potential parties in the market.

### **1.4. Part 4: Development of the Financial Structure for Participants**

The project is envisaged and planned to empower communities in and around the iSimangaliso Wetland Park. The transaction advisor shall develop a financial structure to benefit the participants.

### **1.5. Part 5: Development of the Biodiversity & Conservation / Tourism Master Plan**

The Transaction advisors must develop a Biodiversity & Conservation /Tourism Master Plan that set out the strategic pathway for iSimangaliso for the next 15 years.

## **2. PPP PRE-FEASIBILITY STUDY AND FEASIBILITY STUDY DELIVERABLES**

**2.1.** The Transaction Advisor is required to produce, in close liaison with the iSimangaliso, a pre-feasibility and comprehensive feasibility studies for the Project. The pre-feasibility phase enables iSimangaliso to determine whether a Tourism PPP project is to follow the small cap or the large

cap route. The feasibility study needs to clearly demonstrate affordability for the full project cycle and propose the optimal value-for-money solution for iSimangaliso to achieve its desired outcomes.

**2.2.** Both the pre-feasibility and feasibility studies are to be conducted in compliance with National Treasury's PPP Tourism Toolkit and the PPP Manual available on [www.treasury.gov.za](http://www.treasury.gov.za)

### **2.3. Pre-Feasibility Study Phase**

The outcome of the pre-feasibility study phase of the project is to establish the indicative viability of the project(s), and to identify specific elements that require detailed feasibility analysis. The pre-feasibility study stage enables the institution to motivate to the National Treasury whether to direct the project to the small cap or large cap route. Such outcome also enables iSimangaliso to motivate for exemption from treasury approvals if certain specific requirements are met. The content of the pre-feasibility report shall be drafted as outlined in terms of the PPP Toolkit

#### **Components of the Feasibility Study Phase**

In line with National Treasury's PPP Manual, Module 4: PPP Feasibility Study, the feasibility study must include the following:

##### **Section 1**

Needs analysis:

- Demonstrate that the project aligns with the institution's strategic objectives and mandate – link to innovation and change management.
- Identify and analyse the available budget(s)
- Demonstrate the Institution's commitment and capacity.
- Produce the project output specifications.
- Define the scope of the project.
- Conditional survey assessment review of the existing building and facilities in the park, where applicable

##### **Section 2**

Solution options analysis shall cover the following:

- Review and analyse the project's solution options, based on the pre-planning works completed.
- Benchmark and confirm that the solution option as committed by the client is the most viable and the best option for the project.
- With the above parameters set, complete the rest of this section in accordance with the PPP manual.
- Recommendations

##### **Section 3**

###### **Legal Due Diligence**

The Transaction advisory team is expected to conduct a legal due diligence covering at the minimum the topics below, as set out in the PPP Manual.

- Legal aspects
- Use rights
- Regulatory matters
- Site enablement
- Socio-economic and BBBEE

#### Section 4

##### Value assessment

- PSC model
- Technical definition of project
- Discussion on costs (direct and indirect) and assumptions made on cost estimates.
- Discussion on revenue (if relevant) and assumptions made on revenue estimates.
  - BEE targets
  - Discussion on all model assumptions made in the construction of the model, including inflation rate, discount rate, depreciation, budgets and MTEF
  - Summary of results from the base PSC model: NPV
- PPP reference
  - Technical definition of project
  - Discussion on costs (direct and indirect) and assumptions made on cost estimates
  - Discussion on revenue (if relevant) and assumptions made on revenue estimates
  - Discussion on proposed PPP type
  - BEE targets
  - Proposed PPP project structure and sources of funding
  - Payment mechanism
  - Discussion on all model assumptions made in the construction of the model including inflation rate, discount rate, depreciation, tax, and VAT
  - Summary of results from the PPP reference model: NPV
- Risk assessment – Compilation and management of risk matrix in parallel to all other processes
  - Comprehensive risk matrix for all project risks
  - Summary of the institution's retained and transferable risks
  - The NPV of all risks (retained and transferable) to be added onto the base PSC model
  - The NPV of all retained risks to be added onto the PPP reference model
- Risk-adjusted PSC model
  - Summary of results: NPV
- Risk-adjusted PPP - reference
  - Summary of results: NPV, key indicators
  - Sensitivity analyses
  - Statement of affordability
  - Statement of value for money
  - Recommended procurement choice
  - Information verification

- Summary of documents attached in Annexure 1 to verify information found in the feasibility study report

## Section 5

### **Economic valuation**

- Introduction and evaluation approach
- Assumptions
- Valuation results

## **3. PRESENTATION OF FEASIBILITY STUDY**

Both the pre-feasibility and the feasibility study, comprising all the above deliverables, must be compiled in two separate submissions, in Word format (with relevant annexures), and delivered as both electronic and hard copy documents. All financial models must be in Excel format, and clearly set out all assumptions made, sensitivity analyses carried out, and model outputs. The financial models must be sufficiently adaptable for use by others at later stages. The feasibility study must be presented with a thorough executive summary and must be accompanied by a PowerPoint presentation that encapsulates all the key features of the study. The executive summary and PowerPoint presentation must be compiled in such a manner that they can be used by iSimangaliso's management for decision-making purposes.

## **4. SUBMISSION REQUIREMENTS FOR THE FEASIBILITY STUDY REPORT**

If the iSimangaliso decides on a PPP procurement solution, the Transaction Advisor is required to work with the entity to manage the procurement process for securing contracts with a private party. All this needs to be in accordance with the systems and standards set out for PPPs in Treasury Regulation 16 and using National Treasury's PPP Manual and Standardised PPP Provisions.

## **5. PPP PROCUREMENT DELIVERABLES**

If the entity decides on a PPP procurement solution, the transaction advisor is required to work with the entity to manage the procurement process for securing contracts with a private party. All this needs to be in accordance with the systems and standards set out for PPPs in relevant laws and regulations.

The transaction advisor will then have to deliver the following:

### **5.1. APPROVAL AND ADMINISTRATION OF THE BIDDING PROCESS**

The transaction advisor must prepare a complete set of procurement documents, complying with public sector procurement law, policies and guidelines, and in accordance with the tendering systems of the ISWP. The documentation must be consistent with the results of the feasibility study and enable the entity to obtain relevant approvals.

The transaction advisor must also give the entity all the necessary drafting, bidder communication and administrative support necessary for the entire procurement process to be conducted in accordance with law and policy, and to the highest standards of efficiency, quality and integrity.

## 5.2. DETAILED PROCUREMENT PLAN

The transaction adviser will design a complete procurement plan and process based on applicable procurement requirements, including

- Advice on mechanisms to maximize competition while avoiding unrealistic bids and project vulnerability from overly aggressive bidding.
- Reviewing information to be provided by the entity to bidders to manage liabilities.
- Technical review, including
  - review of general functional/technical solutions;
  - assessment of the estimated capital and operating costs;
  - review the proposals and compare them with current best practice, highlighting areas where the proposed solutions will increase risk (and therefore price) and making suggestions for changes in current proposals.
  - Capacity of the site, and appropriateness for the technology and performance required of the Project,
  - weather conditions, status of land availability, status of permissions and permits, traffic
  - management and construction management constraints etc.
  - service levels and operating costs
  - preparation of all alignment drawings and specifications (to the extent not provided in the feasibility study)
  - review of project data, including ground conditions and geotechnics.
  - review of capital cost estimates from feasibility study, benchmarking against out turn costs /published cost estimate data on other projects.
  - review of operability of scheme in relation to technical specification, infrastructure, off-take demand and required levels of output, availability and safety.
  - commentary on integration with - and linkages to network
  - environmental impact assessments and proposed mitigation measures.
- Designing pre-qualification and bidding procedures
- Designing key aspects of the tender procedure, for example deciding whether and to what extent to accept variant and non-conforming bids, how many bidders must bid before the process is valid, what rules to set in relation to the assessment of bids (scoring regimes, timing of bids and rejecting of excessively low bids) and how to maximize competition without sacrificing quality of bids.
- Outlining tender documentation
- Outlining the PPP Agreement (including all annexes) that implements the chosen PPP approach:
  - applying the risk matrix developed during the feasibility study, but updated to address all project issues and market context,
  - developing and implementing a detailed financial model and developing the contract to fit the requirements of the model,
  - explaining to the entity whether and to what extent certain provisions could be amended without disturbing the key risk allocation goals of the iSimangaliso,

- All advice should be compliant with applicable law and consider any constraints or opportunities associated with applicable law.
- The Transaction Advisor must compile all the documentation necessary for the iSimangaliso to obtain Treasury Approval: IIA (TA:IIA) in terms of Treasury Regulation 16 to the PFMA to enable the procurement process to begin.
- A 2 day ‘workshop’ with the entity and the Project Team to discuss policy decisions and risk transfer issues, followed by 1 furthermore extensive ‘workshop’ to agree final project design.
- Prepare the Value for money must be demonstrated by comparing the net present value (NPV) of the bids received with the NPV of the PSC for the development, operation and maintenance of the entity’s infrastructure, with a suitable adjustment for risk assumed. The results of the bidding and evaluation of bids must be presented in a single value for-money report (with relevant annexures) that demonstrates clearly how value for money will be achieved with the preferred bidder. The report must clearly indicate the preferred and second-ranked bidders and provide motivations.
- The value-for-money report must be in a suitable format and of a suitable standard for the iSimangaliso to get Treasury Approval: IIB (TA:IIB) in terms of Treasury Regulation 16 to the PFMA.

## **6. PPP AGREEMENT SIGNATURE, CLOSE-OUT REPORT AND CASE STUDY, AND FINANCIAL CLOSURE**

- The transaction advisor must help the Entity with all functions related to signing the final Agreement through to financial close. The transaction advisor must also compile a comprehensive close-out report and case study, and must incorporate any additional factors that may be required by the Entity. The close-out report will be a confidential document of the Entity. The case study will become a public document, made available on various government websites.
- The transaction advisor must, in close liaison with the Entity, draft a comprehensive PPP management plan for the Entity, in accordance with the provisions of the PPP Agreement, to help the Entity in the management of the Project and its risks, rights and obligations after financial close. The management plan will be delivered no later than 20 days before financial close. This will be followed by a 5 day ‘workshop’ with Entity project team to discuss project implementation and management of Entity rights and obligations over the term of the Project, followed by 1 further ‘workshop’ as follow-up.
- Financial closure signifies that all the procurement deliverables have been successfully completed, and that the transaction advisor's work is finished, if applicable.

## **7. PROJECT FUND RAISING**

iSimangaliso seeks to explore funding opportunities and raise funds to finance the development, operation and maintenance of the entity’s infrastructure. Community owned projects also need funding in order to sustain local enterprises adjacent to the park. In light thereof, the service provider shall submit a sound project fund-raising proposal to finance the project.

## **8. DEVELOPMENT OF THE BIODIVERSITY CONSERVATION AND TOURISM MASTER PLAN**

The service provider shall submit a comprehensive 15 year horizon Biodiversity & Conservation and Tourism Master Plan to revitalize the entity's operations, equipment and infrastructure. The Master Plan shall set a clear path for the entity to achieve its corporate strategic objectives.

## **9. TRANSACTION ADVISORY SKILL, EXPERIENCE, REMUNERATION AND MANAGEMENT**

### **9.1. Transaction Advisor skills and experience**

The Transaction Advisor will comprise a team, managed by a single Lead Advisor. The members of the team will have both the skill and experience necessary to undertake the range of tasks set out in these terms of reference. Everyone on the team must be personally available to do the work as and when required. The Lead Advisor will be held accountable, in terms of the Transaction Advisor contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

### **9.2. The skills and experience required in the Transaction Advisor are as follows:**

- Technical expertise: relevant expertise in planning, design, development/upgrade, operation and maintenance of facilities. Expertise in Green/sustainable development facilities shall receive preference in line with the iSimangaliso Wetland Park's preservation of biodiversity and conservation, environmental protection and promotion of Tourism.
- Financial expertise, with relevant PPP and project finance experience or other demonstrable relevant experience.
- PPP procurement and structuring or other demonstrable experience.
- Legal expertise: with relevant South African experience in the drafting and negotiating of PPP agreements and relevant recourse on Project Finance experience.
- Negotiations;
- Contract management
- Serviced working environment planning management;
- Serviced working environment facilities management;
- Broad Based Black Economic Empowerment Expertise: BBBEE expertise with relevant PPP experience;
- Understanding of the PPP Toolkit for Tourism
- Understanding of the National Treasury's PPP Manual
- Quality Assurance and Compliance of PPP project activities in terms of the relevant legislation/regulations
- Project Fund Raising
- Financial Structuring
- Development of Master Plans
- Project management;
- Environmental Impact Assessment and heritage expertise

### **9.3. Remuneration schedule and disbursement arrangements**

#### **9.3.1. Remuneration Conditions**

- a) The Transaction Advisor shall be remunerated as and when they complete milestones of the project on a monthly/quarterly basis or as and when the main activities are concluded.
- b) The fee charged will be on an hourly rate (including VAT) for the work done by the consortium members as indicated in the contract/SLA.
- c) All services and deliverables rendered are to be approved by the entity in terms of the SLA/contract prior to payment.
- d) The successful consortium is expected to have their own office. However, the entity may provide satellite office space for the use of the consortium team for convenience to enable the implementation of the contract.
- e) Remuneration of the consortium who are payable in South African rands is inclusive of VAT upon submission of a valid tax invoice in accordance with the contract/SLA.

#### **9.3.2. Disbursement arrangements**

Out-of-pocket expenses will be paid at cost within an agreed ceiling. All claims for travel and other legitimate disbursement expenditure must be pre-approved by the project manager or nominee, in advance of being incurred. Where applicable pre-approved project expenditure costs, expenditure in respect of document reproduction or any other legitimate project disbursement expenditure will be reimbursed at cost within thirty (30) days of receipt of approved and substantiated invoices and does not form part of the remuneration schedule.

### **9.4. Management of Transaction Advisor**

- The Transaction Advisor will be appointed by the Entity and will report directly to the Project Officer. A project officer has been appointed by the Entity to take full responsibility for managing the transaction advisor's work and for ensuring delivery on the project.
- The project officer has established a project team to engage regularly with the transaction advisor for efficiently completing the various delivery items. The project team will meet at least monthly and the transaction advisor will report progress at these meetings, as instructed by the project officer.
- The project officer will confirm that the transaction advisor has satisfactorily completed each deliverable before invoices can be submitted to the Entity for payment.
- The transaction advisor shall submit Interim Reports each two weeks describing progress of work, updated work schedule, and any key constraints encountered by the transaction advisor in the performance of the activities.

## **10. BID SUBMISSION REQUIREMENTS**

Bidders are required to submit their proposals in **TWO envelopes**, in the following format:

**10.1. ENVELOPE 1 marked with the name of the Transaction Advisor and titled: TECHNICAL PROPOSAL: “PROCUREMENT OF TRANSACTION ADVISORY SERVICES TO CONDUCT A PPP PROJECT PRE-FEASIBILITY, FEASIBILITY STUDY, FINANCE, DEVELOPMENT, OPERATION AND MAINTENANCE OF THE iSIMANGALISO WETLAND PARK INFRASTRUCTURE, FUNDRAISING, PARTICIPANT FINANCIAL STRUCTURING AND DEVELOPMENT OF THE BIODIVERSITY & CONSERVATION / TOURISM MASTER PLAN FOR A PERIOD OF 60 MONTHS FOR A PERIOD OF 60 MONTHS”**

This envelope (envelope 1) must contain at least the following:

**10.2. A covering letter signed by the Lead Advisor, with the following information; among others:**

- a clear indication of the Lead Advisor (the entity that will contract with ISIMANGALISO and will be held accountable, in terms of the TA contract,
- for ensuring project deliverables and for the professional conduct and integrity of the team (Technical Advisor, Financial Advisor, and Legal Advisor and BBBEE Advisor).
- full contact details for the Lead Advisor
- acceptance of the rules of bidding, evaluation of bids, and bid evaluation criteria set out in the terms of reference
- Consortium Agreement of the TA team; where applicable

**10.3. Names and profiles of all firms forming part of the TA Team setting out the following:**

- Key areas of expertise/specialisation
- Role in the TA team
- List of projects (relevant to this assignment) undertaken by each firm and details including project name, project description, client, role in the project and deliverables, project value, project stage (e.g. inception, feasibility, procurement, etc.) start and completion dates, key highlights and successes; amongst others.

**10.4. Names of all proposed team members, and their firms, setting out the following:**

- the professional role that each person will play in the assignment. This must be cross referenced to each deliverable and to each specified technical evaluation element set out in the technical scorecard.
- suitability of each person for the proposed roles in terms of his or her relevant skills and experience
- the availability to perform the work

- A résumé /profile of each person highlighting responsibilities held for experience relevant to this assignment.
- Summary of the percentage of black South African professionals on the team, clearly showing the roles will play in providing the advisory services.
- the number and percentage of black professionals playing leading roles in the advisor consortium.
- demonstrated understanding of skill and experience within the team on concluding effective black participation in PPPs.

For purposes of Preference Points, Bidders are required to submit information requested in Column B in the Table below. Bidders who fail to provide the required information will be allocated a zero (0) in the Preference Points

A	B
<b>Maximum Scoring Weighting Points evaluation – Specific Goals</b>	
1. The percentage of Black Professionals and their roles in the Transaction Advisory team	<ul style="list-style-type: none"> <li>• Name of the individuals</li> <li>• Role</li> <li>• Total % of Black Professionals in the Project Team</li> </ul>
2. The percentage of Black Professional Women and their roles in the Transaction Advisory team	<ul style="list-style-type: none"> <li>• Name of the individuals</li> <li>• Role</li> <li>• Total % of Black Women in the Project Team</li> </ul>
3. The number of trainee graduates/young Black professionals (e.g. Candidate Attorneys, graduates doing Articles, Candidate Engineers, etc. as applicable in respective professions) as percentage of the whole Transaction Advisory team	<ul style="list-style-type: none"> <li>• Name of individuals</li> <li>• Role played by each individual</li> <li>• Total number within the Team</li> </ul> <p>N.B. Youth refers to individuals up to age of 35</p>
4. The percentage of project cash flow to Black professionals, if applicable	<ul style="list-style-type: none"> <li>• Fees to black professionals as a % of Total Transaction Advisor fee, if applicable</li> </ul>
5. A credible plan for skills transfer within the team. The plan must have identified individuals, the areas of development or skills transfer, the timing linked to the project and anticipated outcome	<p>Provide a comprehensive plan indicating the following:</p> <ul style="list-style-type: none"> <li>• Identified individuals</li> <li>• Specified areas of development</li> <li>• Outcomes - List envisaged skills to be acquired</li> </ul>

**10.5. The Project team structure must indicate individuals and their respective roles in the project per stream i.e.:**

- a) Project Leader – the individual from the Lead Advisor, who will be responsible for leading the team and co-ordinating work of the three streams. All deliverables to the Client must be signed off by the Project Leader.

- b) Stream Leads – Leaders of each stream (Technical, Finance, Legal and BBBEE)
- c) Key Support Staff – These are the resources that possess key skills required in each stream; whose CVs must be submitted for evaluation purposes (minimum of three CVs for Technical, Finance and Legal Streams);

**10.6. Project comprehension and project management plan, setting out:**

- The Transaction Advisor's understanding of the Terms of Reference, and any proposals for amendments to the Terms of Reference that would enhance desired outcomes.
- How the Transaction Advisor proposes to manage the set of deliverables outlined in the Terms of Reference.
- A proposed outline Work Plan with timetable for delivery;
- The suitability of each person in the team for the proposed roles in terms of their relevant skills and experience cross referenced to each deliverable in the Terms of Reference
- The availability of each person to perform the work
- How the Advisory team members will be supervised;
- How interaction with the various streams will take place;
- Any innovative ideas for how the whole assignment can best achieve its objectives.

The technical proposal must be compiled following the sequence below, each section and separated by clearly labelled tabs:

**Information Required as Part of the Technical Proposal**

<b>1.</b>	<b>PROJECT LEADER (from the Lead Advisor)</b>
<b>2</b>	<b>TECHNICAL ADVISOR</b>
2.1	Technical Lead
2.2	Lead Technical Advisory Firm
<b>3.</b>	<b>FINANCIAL ADVISOR</b>
3.1	Financial Lead
3.2	Lead Financial Advisory Firm
<b>4.</b>	<b>LEGAL ADVISOR</b>
3.1	Legal Lead
3.2	Legal Advisory Firm
<b>5.</b>	<b>BBBEE ADVISOR</b>
	<b>BEE Lead</b>
	BEE Advisory Firm

<b>6.</b>	<b>FUNDRAISING EXPERTISE</b>
<b>7.</b>	<b>FINANCIAL STRUCTURING FOR PARTICIPANTS</b>
<b>8.</b>	<b>BIODIVERSITY &amp; CONSERVATION /TOURISM MASTER PLAN EXPERTISE</b>
<b>9.</b>	<b>PROJECT TEAM STRUCTURE</b>
<b>10.</b>	<b>QUALITY OF PROJECT COMPREHENSION DEMONSTRATED IN PROPOSALS</b>

**10.7. The technical proposal must include the following documents, which must be compiled and packaged in the order as per Table 4 above:**

- a) CVs for the Project Leader, CVs for Stream Leads, key support project team members and profile of each advisory firm; arranged per stream. All CVs must be submitted.
- b) Bidders must ensure that CVs are signed by respective individuals confirming that he/she is available for this project and their CVs are not included in bids from other service providers. A CV appearing in more than one bid will be disqualified i.e. it will not be evaluated.
- c) A project team structure/organogram clearly indicating the Project Leader, Stream Leads and key support project team members per stream, with the proposed role of each resource clearly described.

**10.8. Information for each project team member must be packaged in the following sequence – CV, Qualifications and ID copy.**

- Certified copies of educational qualifications, professional registration certificates where applicable, SAQA accreditation certificates for qualifications obtained in foreign tertiary institutions and identity documents are required for each CV submitted. Copies of Id's and qualifications must be certified.
- The identified key support project team members for Finance and Legal streams must be limited to 3 for evaluation purposes. You are required to indicate the three support team members that should be considered for evaluation. If a bidder submits more than three CVs and/or fail to indicate CVs that should be considered for evaluation; the Bid Evaluation Committee will evaluate the first three CVs of support members in the original bid document.
- Key project team members for the technical stream should comprise only one individual for each of the technical disciplines identified by the bidder (e.g. Architecture, Quantity Surveying, Structural Engineering, Facilities Management, etc.)

#### **10.9. The Technical Envelope must not include any Financial proposals**

**Envelope 2** marked with the name of the Transaction Advisor and titled: **FINANCIAL PROPOSAL: "PROCUREMENT OF TRANSACTION ADVISORY SERVICES TO CONDUCT A PPP PROJECT PRE-FEASIBILITY, FEASIBILITY STUDY, FINANCE, DEVELOPMENT, OPERATION AND MAINTENANCE OF THE iSIMANGALISO WETLAND PARK INFRASTRUCTURE, FUNDRAISING, PARTICIPANT FINANCIAL STRUCTURING AND DEVELOPMENT OF THE BIODIVERSITY & CONSERVATION / TOURISM MASTER PLAN FOR A PERIOD OF 60 MONTHS "**

In submitting your price proposal, you are required to adhere to ***SBD 3.3 - Pricing Schedule attached.***

**10.9.1.** Remuneration of the Transaction Advisor will be payable in Rands, on a fixed hourly rate for each consortium member, corresponding to the pre-feasibility study, feasibility study and procurement stages of the project cycle.

**10.9.2.** Procurement portion of the work may or may not transpire at the end of the feasibility study and should be costed accordingly.

**10.9.3.** Out-of-pocket expenses/disbursements will be paid by the Client at cost within an agreed ceiling. Bidders are required to propose a ceiling for such disbursements, which will not be evaluated as part of the prize proposal. All claims for travel and other legitimate disbursement expenditure must be pre-approved by the Project Manager before they are incurred. An email system for these approvals will be set up when the Transaction Advisor contract is signed. Other legitimate project costs will be reimbursed at cost. Payment will be made within 30 days of the client receiving approved and substantiated invoices.

##### **10.9.4. Proposed remuneration for professional fees:**

- A remuneration proposal, based on an hourly rate charge (inclusive of VAT)
- VAT must be specified separately as a total for each of Phases 1 Pre-feasibility, Phase 2: Feasibility and Phase 3: Procurement.
- While VAT will be paid pro-rata for each delivery item in each Phase of the assignment, it should be indicated as a total sum per Phase for purposes of this submission.

### **11. EVALUATION AND SELECTION CRITERIA**

The technical proposal will be evaluated as per the criteria in the Table below. Bidders must ensure that all required information is included in their bid as per Submission Requirements. iSIMANGALISO may require clarification meetings as part of the evaluation of the submitted bids.

#### **11.1. Non-compliant CVs submitted for evaluation purposes will be assessed as follows:**

- a) An unsigned CV for a proposed resource will not get points i.e. A score of zero (0) will be assigned for both qualifications and experience in the evaluation criteria table.

b) A CV for a proposed resource not accompanied by required qualifications or a certified copy of SAQA accreditation certificate (for qualifications obtained from foreign institutions i.e. proof that the qualification obtained from a foreign institution is on par with South African NQF Levels) will be assigned a score of 0 (zero) in the evaluation criteria table for qualifications. The recommended bidder will be required to provide a certified copy of the SAQA Certificate within 7 days as a condition of appointment.

**11.2.** Bidders must comply with all South African laws; including the Immigration Act 13 of 2002 (as amended) and Employment Services Act. It is the responsibility of the Bidder to ensure that their proposed resources are in South Africa legally and have valid work permits in compliance with the laws of South Africa; including the Immigration Act.

Evaluation Stage	Description
Stage 1	<b>Prequalification/Administrative Compliance</b>
Stage 2	<p><b>Technical Evaluation</b></p> <p>Bidders must submit information as per Bid Submission Requirements. The submitted technical proposal must respond to the Technical Evaluation criteria cited in the Terms of Reference.</p> <p>The Technical proposal will be evaluated out of 100 points with a Threshold of 70 points.</p> <p>Only bidders that meet the threshold will be considered for the price evaluation.</p> <p><b><i>Bidders must note that submission of CV's, Information for Firms and Price Proposal is Mandatory. Failure to submit as required will lead to the disqualification of the Bid</i></b></p>
Stage 3	<p><b>Price and Specific Goals</b></p> <p>Preference points in the 80/20 formula will be awarded to bidders for attaining a score for specific goals elements as indicated in The TOR. Bidders must provide the required information for evaluation purposes.</p>

**11.3.** Prior to appointment, the recommended bidder may be required to submit additional supporting documentation for individuals forming part of the project team for verification purposes.

**11.4.** Failure to adhere to the above requirements i.e. misrepresentation and/or non-submission of the required documentation may lead to a disqualification or termination of the contract with the appointed service provider at any stage of the implementation.

## **12. PRE-QUALIFICATION REQUIREMENTS**

**12.1.** 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 that must be submitted	Non-submission may result in disqualification.
<b>Submission of documents as per RFP Requirements: Envelope 1 and Envelope 2</b>	Envelope 1 must include all the documents as per the instructions of the RFP Envelope 2 must include all the documents as per the instructions of the RFP.
<b>Tax Status</b>	the bidder's tax compliance status: Valid SARs Tax Pin
<b>SBDs</b>	All attached SBDs fully completed, signed, and initialed.
<b>Company Resolution or Authority to Sign Bid or Quotation</b>	Company Resolution or Authority to Sign Bids/Quotations.
<b>Service Provider's Agreement</b>	Service Provider's Agreement duly completed, signed and initialed.
<b>Registration on Central Supplier Database (CSD)</b>	The Legal Company must be registered as a service provider 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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit <b>Full</b> Registration Report (Not Summary).
<b>Submission of Company Profile</b>	Complete company profile indicating bidders contact details, office address and services rendered.
<b>Pricing Proposal</b>	Pricing proposal with rates per hour.

### 13. TECHNICAL EVALUATION CRITERIA

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
<b>1.</b>	<b>PROJECT LEADER (from the Lead Advisor)</b>		<b>12</b>	
	<b>a) Qualifications</b>		6	
	Academic qualifications of the Project Lead: Qualification in Project Management/ Management/Administration or any other relevant management field accompanied by relevant	5 = Masters and above 4 = Honours Degree/Relevant registration 3 = Degree		

	experience in leading PPP Projects or related projects of similar nature, magnitude and complexity	2 = National Diploma 1 = Recognised formal certificate (NQF 5) or less 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate		
	<b>b) Skills and Experience</b>		6	
	<ul style="list-style-type: none"> <li>- Proven experience in coordinating work of the entire transaction advisory team</li> <li>- Experience in project management and leading a multidisciplinary team</li> <li>- Proven Track record in leading complex projects</li> <li>- Provide a list of projects where the resource played a leading role in projects</li> <li>- Provide a list of PPP project/s that were green building recognised/rated by any of the international agency/ies, board</li> <li>- /s, council/s, institution/s where the resource played a leading role</li> <li>- Provide a list of PPP project/s that were green building recognised / rated by national rating agency/ies, board/s, council/s, institution/s where the resource played a leading role</li> <li>- Provided highest green building rating achieved</li> <li>- Provide a list of PPP project/s that received international awards where the resource played a leading role</li> <li>- Provide name of award and category</li> <li>- Provided a list of PPP project/s that received national awards where the resource played a leading role</li> </ul>	5 - 13 elements well covered  4 – 12 elements more than adequately provided  3 – 9 elements adequately provided  2 – 6 elements fairly covered  1 – 3 elements covered  0 - Information required not provided, incomplete or does not provide adequate information required for evaluation purposes		
	<ul style="list-style-type: none"> <li>- Provide name of award and category</li> <li>- List of all relevant projects and role played must be included in the CV</li> <li>- Highlight projects undertaken in the past 15 years</li> </ul> <p>(Refer to CV Annexures A</p>			
<b>2.</b>	<b>FINANCIAL ADVISOR</b>		<b>17</b>	
2.1	<b>Finance Lead</b>			
	<b>a) Qualifications</b>		5	

	A Degree in Finance, Accounting or equivalent	5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate		
	<p><b>b) Skills and experience</b></p> <p>Lead, manage the team and be accountable for the outputs of the stream.</p> <p>The Lead must demonstrate the following skills and experience :</p> <ul style="list-style-type: none"> <li>- Leading and coordinating outputs of a financial advisory teams</li> <li>- Project/corporate finance expertise</li> <li>- Ability to conduct budget analysis</li> <li>- Understanding of financial modelling and ability to interrogate financial models</li> <li>- PPP structuring and procurement</li> <li>- Understanding of PPP Regulations</li> <li>- Leads negotiations on commercial/financial matters</li> </ul>	5 = more than 15 years 4 = 10 to 15 years 3 = 7 to 9 years 2 = 4 to 6 years 1 = less than 4 years 0 = No relevant or related experience	7	

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<p>CV must include a list of all relevant projects or similar; including the role played</p> <p>Highlight projects undertaken in the past 15 years (Refer to CV Annexure</p>			
2.2	<b>Financial Advisory Firm</b>		5	
	<ul style="list-style-type: none"> <li>• Track record of the financial advisory firm in the procurement of projects through project finance principles.</li> <li>• Demonstrable experience in project structuring, project finance, financial modelling, packaging funding requirements for projects, financial and investment analysis, negotiations, risk identification and mitigation and procurement of PPP/DBFO or similar projects.</li> <li>• Relevant local and international experience and track record</li> <li>• Knowledge of and experience in the application of Treasury Regulations and PPP Guidelines;</li> </ul> <p>Provide a list of all relevant completed/executed projects (portfolio of projects) demonstrating the required experience. This must include :</p> <ul style="list-style-type: none"> <li>- Specific role of the firm</li> <li>- Project value</li> <li>- Stage/s in the project cycle</li> </ul> <p>In addition, confirm projects undertaken by the firm in the past 15 years</p> <p>(Refer to Annexure B – Template for firms)</p> <p>PPP – Public Private Partnerships DBFO – Design, Build, Finance, Operate</p>	<p>5 = more than 15 years' experience plus advisory in 5 or more PPP/DBFO projects</p> <p>4 = 9-15 years' experience plus advisory in 3-4 PPP/DBFO projects</p> <p>3 = 6-8 years' experience plus advisory in 1-2 PPP/DBFO projects</p> <p>2 = 3-5 years' experience and no demonstrable record of advisory in PPP/DBFO projects</p> <p>1 = less than 3 years' experience and no demonstrable</p> <p>0 = No relevant or related experience</p>		
3.	<b>LEGAL ADVISOR</b>		17	

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
3.1	<b>Legal Lead</b>			
	<b>a) Qualifications</b>		7	
	<b>A Legal Degree or any relevant Legal qualification</b>	<p>5 = LLM or above (NQF 9)          4 = Postgraduate LLB (NQF 8)          3 = Legal Degree (NQF 7) plus Admission          2 = Legal Degree (NQF 7)          1 = Relevant Legal Diploma (NQF 6)          0 = Irrelevant Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate</p>		
	<b>b) Skills and experience</b>		5	
	<ul style="list-style-type: none"> <li>- Proven track record and strong negotiation experience to lead and manage the team as well as to be accountable for the outputs of the legal stream.</li> <li>- Performs legal Quality Assurance/Quality Control on all bid documents and reports</li> <li>- Generate and develop the draft PPP Agreement and associated schedules</li> <li>- Leads project negotiations from inception to Commercial/Financial Close aspects of the transaction</li> </ul> <p>List of all relevant projects and role played must be included in the CV. In addition, highlight projects undertaken in the past 15 years. (Refer to Annexure A – CV Template)</p>	<p>5 = above 15 years          4 = 10 -15 years          3 = 7-9 years          2 = 4-6 years          1 = less than 4 years          0 = No relevant or related experience</p>		
3.2	<b>Legal Advisory Firm</b>		5	
	A proven track record of providing advisory services including drafting and negotiating PPP agreements/Commercial agreements between	5 = more than 10 years' experience plus advisory in 7 or more PPP/DBFO		

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	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<p>government and the private sector or a mix of Design, Build, Finance, Operate (DBFO) projects.</p> <p>Relevant experience and track record in PPP procurement and structuring:</p> <ul style="list-style-type: none"> <li>• Knowledge of and experience of the Treasury Regulations and PPP Guidelines;</li> <li>• List of PPP projects successfully procured</li> </ul> <p>Provide a list of all relevant completed/executed projects (portfolio of projects) demonstrating the required experience. This must include:</p> <ul style="list-style-type: none"> <li>- Specific role of the firm</li> <li>- Project value</li> <li>- Stage/s in the project cycle</li> </ul> <p>In addition, confirm projects undertaken by the firm in the past 15 years</p> <p>(Refer to Annexure B – Proforma Template for firms)</p>	<p>projects</p> <p>4 = 9-12 years' experience plus advisory in 5-7 PPP/DBFO projects</p> <p>3 = 6-8 years' experience plus advisory in 3-4 PPP/DBFO projects</p> <p>2 = 4-6 years' experience plus advisory in 1-2 PPP/DBFO projects</p> <p>1 = less than 4 years' experience and no demonstrable record of advisory in PPP/DBFO projects</p> <p>0 = No relevant or related experience</p>		
<b>4.</b>	<b>BBBEE SPECIALIST</b>		<b>2</b>	
	<b>a) Qualifications</b>		1	
	A relevant qualification in areas such as Public Administration, Law, Political Science, Economics, Business Management or similar accompanied by relevant experience	<p>5 = Masters and above</p> <p>4 = Honours Degree</p> <p>3 = Degree</p> <p>2 = Diploma</p> <p>1 = Certificate (NQF 5)</p> <p>0 = Irrelevant</p> <p>Qualifications or non-submission of certified copy of Qualifications and/or SAQA certificate</p>		

	<b>b) Skills and experience</b>		1	
	<p>Demonstrable experience and understanding of the following in the implementation of PPPs and large infrastructure projects :</p> <ul style="list-style-type: none"> <li>• Assessment of BBBEE potential/alternative service delivery mechanism during the feasibility study</li> <li>• Setting procurement strategies to meet BBBEE targets / objectives during the procurement of infrastructure projects</li> <li>• Provision of appropriate BBBEE requirements in bid documents, and ensuring bidder compliance with BBBEE requirements</li> <li>• Technical and practical understanding of BBBEE codes of good practice and related BBBEE legislation</li> <li>• Financial and BEE modelling, scorecard optimisation, risk management, valuation, and optimal transaction structuring</li> </ul> <p>List of all relevant projects and role played must be included in the CV. Highlight projects undertaken in the past 15 years.</p> <p>(Refer to Annexure A – CV Template)</p>	<p>5 = more than 12 years 4 = 10-12 years 3 = 7-9 years 2 = 4-6 years 1 = less than 4 years 0 = No relevant or related experience</p>		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
<b>5. TECHNICAL ADVISOR</b>			<b>30</b>	
5.1 <b>Technical Lead</b>				
<b>a) Qualifications</b>				
	A relevant Diploma or Degree in the Built Environment.	<p>5 = Masters and above 4 = Honours Degree/Applicable Registration 3 = Degree 2 = Diploma 1 = Certificate (NQF 5) 0 = Irrelevant Qualifications</p>		

		or non-submission of certified copy of Qualifications and/or SAQA certificate		
	<b>b) Skills and experience</b>		15	
	<ul style="list-style-type: none"> <li>• Demonstrable experience in leading a multidisciplinary technical team in the execution of infrastructure projects</li> <li>• Understanding of technical skills required to plan and procure a serviced office accommodation/infrastructure project to meet the ISimangaliso's needs.</li> <li>• Developing the output specifications to be included in the feasibility study.</li> <li>• Lead the negotiations on specific technical matters during contract negotiations</li> <li>• Understanding of PPP or similar projects</li> <li>• Provide a list of projects that were green building rated by any of the international rating agencies/boards/institutions/entities where the resource played a leading role</li> <li>• Provided highest green building rating achieved</li> <li>• Provide a list of PPP projects that were green building rated by the national rating board/agencies/institutions/entities where the resource played a leading role</li> <li>• Provide highest green building rating achieved</li> <li>• Provide a list of PPP projects that received international awards where the resource played a leading role</li> <li>• Provide name of award and category</li> </ul>	5 - All 14 elements well covered  4 – 12 elements more than adequately provided  3 – 9 elements adequately provided  2 – 6 elements fairly covered  1 – 3 elements covered  0 - Information required not provided, incomplete or does not provide adequate information required for evaluation purposes		

	<ul style="list-style-type: none"><li>• Provided a list of PPP projects that received national awards where the resource played a leading role</li><li>• Provide name of award and category</li></ul>			
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	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<p>List of all relevant projects undertaken and role played must be included in the CV. Highlight projects undertaken in the past 15 years</p> <p>(Refer to Annexure A – CV Template)</p>			
5.2	<b>Technical Advisory Lead Firm</b>		15	
	<ul style="list-style-type: none"> <li>• Experience in coordinating a technical team forming part of the transaction advisory team in large infrastructure/construction projects</li> <li>• Experience and track record of leading and coordinating technical stream disciplines required for the implementation of a serviced office accommodation projects or similar i.e. building design, construction, engineering design, quantity surveying, property development and planning, environmental and heritage expertise, facilities management and other applicable technical disciplines;</li> <li>• Provide a list of PPP projects that were green building rated by any of the international rating agencies/boards where the resource played a leading role</li> <li>• Provided highest green building rating achieved</li> <li>• Provide a list of PPP projects that were green building rated by the national rating board where the resource played a leading role</li> <li>• Provide highest green building rating achieved</li> <li>• Provide a list of PPP projects that received international awards where the resource played a leading role</li> <li>• Provide name of award and category</li> <li>• Provided a list of PPP projects that received</li> </ul>	5 - All 14 elements well covered  4 – 12 elements more than adequately provided  3 – 9 elements adequately provided  2 – 6 elements fairly covered  1 – 3 elements covered  0 - Information required not provided, incomplete or does not provide adequate information required for evaluation purposes		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<p>national awards where the resource played a leading role</p> <ul style="list-style-type: none"> <li>• Provide name of award and category</li> <li>• Provide a list of all relevant completed/executed projects (portfolio of projects) demonstrating the required experience and involvement in PPP or similar projects. This must include : <ul style="list-style-type: none"> <li>○ Specific role of the firm</li> <li>○ Project value</li> <li>○ Stage/s in the project cycle</li> </ul> </li> </ul> <p>Highlight all relevant projects undertaken by the firm in the past 15 years.</p> <p>(Refer to Annexure B – Proforma Template for firms)</p>			
5.	<p><b>PROJECT FUND RAISING CAPABILITY</b></p> <p>-Proposal demonstrate bidder's excellent capacity and involvement to raise project funding</p> <p>- Proposal demonstrate bidder's good capacity and involvement to raise project funding</p> <p>--Proposal demonstrates bidder's better capacity and involvement to raise project funding</p> <p>-Proposal demonstrate bidder's fair capacity and involvement to raise project funding</p> <p>- Proposal demonstrate bidder's basic capacity and involvement to raise project funding</p> <p>-Bidder does not demonstrate capability and involvement to raise project funding</p>	<p>5. –Excellent -involved in 5 Fundraising projects</p> <p>4. – Good: -involved in 4 Fundraising Projects</p> <p>3. –Better: -involved in 3 Fundraising Projects</p> <p>2. –Fair: -involved in 2 fundraising Projects</p> <p>1. -Basic -involved in 1 fundraising Project</p> <p>0. Poor- No Fund raising project</p>	5	

6.	<p><b>Financial Restructuring for Participants</b></p> <p>-Proposal demonstrate bidder's excellent capacity and involvement in previous projects on financial structuring</p> <p>-Proposal demonstrate bidder's good capacity and involvement in previous projects on financial structuring</p> <p>--Proposal demonstrate adequate bidder's capacity and involvement in previous projects on financial structuring</p> <p>-Proposal demonstrate bidder's fair capacity and involvement in previous projects on financial structuring</p> <p>-Proposal demonstrate bidder's basic capacity and involvement in previous projects on financial structuring</p> <p>-Poor Proposal demonstrate bidder's lack of understanding on financial structuring</p>	<p>5. –Excellent: Involved in 5 projects on Financial structuring</p> <p>4. – Good: Involved in 4 projects on Financial structuring</p> <p>3. –Better: Involved in 3 projects on Financial structuring</p> <p>2. –Fair: Involved in 2 projects on Financial structuring</p> <p>1. -Basic Involved in 1 projects on Financial structuring</p> <p>0. Poor- Not involved in Financial structuring</p>	<p><b>2</b></p>	
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CRITERIA	SCORING	WEIGHT	TOTAL SCORE
7. <b>DEVELOPMENT OF BIODIVERSITY AND CONSERVATION / TOURISM MASTER PLAN</b>	<p>-Proposal demonstrate bidder's excellent capacity and involvement in previous projects to develop Master Plan</p> <p>-Proposal demonstrate bidder's good capacity and involvement in previous projects to develop Master Plan</p>	<p>5. –Excellent: Involved in 5 Master Plan projects</p> <p>4. – Good: Involved in 4 Master Plan Projects</p> <p>3. –Better: Involved in 3 Master Plan Projects</p>	<p><b>5</b></p>

	<p>--Proposal demonstrate adequate bidder's capacity and involvement in previous projects to develop the Master Plan</p> <p>-Proposal demonstrate bidder's fair capacity and involvement in previous projects to develop the Master Plan</p> <p>-Proposal demonstrate bidder's basic capacity and involvement in previous projects to develop the Master Plan</p> <p>-Poor Proposal demonstrate bidder's lack of understanding of the Development of the Master Plan</p>	<p>2. -Fair: Involved in 2 Master Plan Projects</p> <p>1. -Basic Involved in 1 Master Plan Project</p> <p>0. Poor- Not involved in Master plan Project</p>		
<b>8.</b>	<b>PROJECT TEAM STRUCTURE</b>		<b>5</b>	
	<p>The proposal must cover the following elements :</p> <ul style="list-style-type: none"> <li>Proposed team structure/organogram indicating respective roles of each team member per stream and applicable reporting lines.</li> </ul>	5 - All elements well covered		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<ul style="list-style-type: none"> <li>CVs of proposed team members indicating qualifications, skills and experience and their suitability for the proposed roles</li> <li>Professional role that each person will play in the assignment and cross-referenced to each deliverable</li> </ul>	<p>(Project team organogram and CVs provided, skills of each team member match the proposed role in the project and relevant skills and experience cross referenced to the deliverables)</p> <p>4 - Elements more than adequately provided (Project team organogram provided, all CVs provided but do not highlight relevant experience, skills of team members match proposed role or information in some of the elements provided some information)</p> <p>3 - Elements adequately provided (Project team organogram provided but role of each project team member not clear, some CVs of team members not provided, mismatch of skills with proposed role of team member demonstrate poor understanding of project requirements)</p> <p>2 - Elements poorly covered</p>		

		<p>(Project team organogram incomplete, CVs provided but do not provide required information, skills of each team member do not match the proposed role in the project)</p> <p>1 - Elements not covered (Project team organogram not provided, CVs not provided or incomplete, skills mismatch and no cross reference to of team roles to deliverables)</p> <p>0 - Information required not provided, incomplete or does not provide adequate information required for evaluation purposes</p>		
<b>9.</b>	<b>QUALITY OF PROJECT COMPREHENSION DEMONSTRATED IN PROPOSALS</b>		<b>5</b>	
	<p>The proposal must demonstrate the following :</p> <ul style="list-style-type: none"> <li>• Understanding of the terms of reference in relation to the specified Transaction Advisory scope of work for this project.</li> <li>• Quality assurance/compliance measures in accordance with prescribed legislative/regulatory requirements</li> <li>• Proposed work plan, project management approach and timetable for the project must demonstrate understanding of project deliverables.</li> </ul>	<ul style="list-style-type: none"> <li>• 5 – (i) A comprehensive project management approach, (ii) quality assurance/compliance measures in accordance with prescribed legislative/regulatory requirements, (iii) accompanied by a clear work plan with timelines</li> </ul>		

	CRITERIA	SCORING	WEIGHT	TOTAL SCORE
	<ul style="list-style-type: none"> <li>• A project management approach accompanied by a clear work plan with timelines</li> <li>• Order of documents as prescribed in the bid document</li> <li>• Adherence to the provided CV template for project team members (Annexure A)</li> <li>• Adherence to the provided company profile template for firms (Annexure B)</li> </ul>	3 - A project management approach, accompanied by a work plan with timelines 1 - Limited or no project management approach. No clear work plan and timelines 0 - No Project management approach and/or work plan and timelines provided are inadequate		
<b>TOTAL TECHNICAL POINTS</b>				<b>100</b>
<b>MINIMUM THRESHOLD</b>				<b>70%</b>

## 14. INFORMATION TO BIDDERS

### 14.1. CONTENT OF THE BIDDER PACK

Tender Pack Doc.	Title	Type	Purpose
1	Information to Bidders	pdf	For Information.
2	Terms of reference	pdf	Requirements.
3	SCM SBD 1 – Invitation to bid	pdf	To be printed, filled in by hand and signed.
4	SCM SBD 2 – Tax clearance certificate requirements	pdf	For Information.
5	SCM SBD 4 – Declaration of interest	pdf	To be printed, filled in by hand and signed.
Tender Pack Doc.	Title	Type	Purpose
6	SCM SBD 6.1 - Preference Points Claim form in terms of the Preferential Procurement Regulations (PPR) 2022	pdf	To be printed, filled in by hand and signed.
7	SCM SBD 3.3 pricing schedule must be submitted before the closing date of the bid in a sealed envelope marked pricing schedule/price proposal.	pdf	To be printed, filled in by hand and signed.

## 15. EVALUATION PROCESS

The evaluation process comprises the following phases:

### 15.1. Phase I: Initial administration screening process

During this phase bid documents will be reviewed to determine compliance with tax matters and Central Supplier Database (CSD) at closing date and time of bid.

All bid proposals will also be assessed for compliance with the administrative requirements of the bid:

Step	Administrative Requirements	Check
1	Master bid document	Provided and bound
2	Four copies of the Bid document	Provided and bound
Included in the bid document		
3	SCM SBD 1	Completed and signed
4	Tax clearance status: CSD registration report or number/SARS pin	Provided and valid
5	SCM SBD 4	Completed and signed
6	SCM SBD 6.1	Completed and signed
7	B-BBEE Certificate/Affidavit if applicable to claim specific goals	Provided and valid
8	SCM SBD 3.3 pricing schedule	Completed and signed (sealed in a separate enveloped marked “pricing schedule/price proposal”)

iSIMANGALISO reserves the right to reject applications that are not submitted in the prescribed format or where the information presented is illegible or incomplete.

### 15.2. Phase II: Functionality evaluation - desktop

- a. Bids will be evaluated strictly in accordance with the bid evaluation criteria stipulated in the Terms of Reference (TOR).
- b. Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements. The panel responsible for scoring the respective bids will evaluate and score all bids based on the information provided.
- c. Bidders will not rate themselves but must ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

- d. The panel members will individually evaluate the responses received against the criteria as set out in the TOR.

#### **15.3. Phase III: Price evaluation as per PPPFA**

- a. The pricing proposal will be evaluated as per bid submission requirements.
- b. Price/financial proposals must be submitted in South African Rand.
- c. ISIMANGALISO reserves the right to negotiate rates with the recommended bidder(s).

### **16. SCORING METHODOLOGY**

- 16.1.** Each panel member will rate each individual criterion on the score sheet using the points guidelines indicated in the TOR scoring criteria.
- 16.2.** 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 as stipulated in the TOR for desktop evaluation will be evaluated and scored in terms of pricing and specific goals.

### **17. MANDATORY REQUIREMENTS**

- 17.1.** 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.
- 17.2.** SCM SBD 3.3 pricing schedule/financial proposal must be submitted before the closing date of the bid in a separate sealed envelope marked “pricing schedule/price proposal”. Failure to comply with this requirement will result in disqualification of your bid.
- 17.3.** Failure to adhere to any of these requirements will result in disqualification:
- 17.4.** 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. \
- 17.5.** Bidders must submit the required information as prescribed in Annexures A (CV Template) and Annexure B (Company Profile Proforma Template). CVs and the required Company information not submitted in the prescribed templates will be rejected and not be considered for evaluation.
- 17.6.** CVs unsigned by the respective individuals as well as CVs submitted in more than one bid will be rejected and not be considered for evaluation.
- 17.7.** SCM SBD 3.3 pricing schedule/financial proposal must be submitted in the provided template (Annexure C) before the closing date of the bid in a separate sealed envelope marked “pricing

schedule/price proposal". Failure to comply with this requirement will result in disqualification of your bid.

**17.8.** Standard bidding document (SBD) forms: (SBD 1, SBD 3, SBD 4 and SBD 6.1) must be submitted and fully completed. A bid will be disqualified if any of the SBD forms are not submitted, incomplete or information provided found not to be true in every respect.

## **COMPANY PROFILE**

12.1 Submission of Company Profile- the company's profile shall inter alia include a short history of the similar work done, The Company profile confirming premises from which the firm conducts its business and must include information on the availability of e-mail access, telephone facilities, printing facilities, and information on support staff employed by the firm. The Company profile to also indicate: -

- a. the controls in place to ensure that conflict of interest will be managed effectively and to the best interest of iSimangaliso;
- b. any value-added services that the bidder may be in a position to offer iSimangaliso; and
- c. How the bidder will assist iSimangaliso in achieving the objective to promote participation of Black firms and Black professionals through its services.

#### **12.1.1 Stage 2: Price and specific goal Evaluation (80+20) or (90+10) = 100 points**

Only Bidders that have met the 75-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:

- i. 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 80/20 or 90/10-preference point system in terms of which points are awarded to bidders on the basis of:
  - The bid price (maximum 80/90 points)
  - Specific goal for the contribution (maximum 20/10 points)

### 12.1.1.1 Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation  $Ps = 90 / 80 \left( \frac{Pt - P_{\min}}{1 - \frac{P_{\min}}{P_t}} \right)$	80/90

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

### 12.1.1.2 Stage 2 – Specific Goal Evaluation (20/10)

#### Points) Special goals Points allocation

- A maximum of 20 or 10 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)	Number of Points (90/10)
Minimum 51% Black Ownership	4	2
Minimum 51% Youth Ownership	4	2
Minimum 51% Women Ownership	4	2
Locally registered Company with King Cetshwayo or uMkhanyakude District Municipalities	4	2
At Least 51% Ownership by people living with disability	4	2

## 12.2 Stage 1: Price Evaluation

### 15.2.1 Basis of competition:

15.2.1.1. iSimangaliso compares each bidder's pricing proposal on an equal and fair comparison basis that is equitable to all bidders taking into account all aspects of the bids pricing requirements.

15.2.1.2 iSimangaliso conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered.

### 15.2.2 Due diligence tests for reasonableness of price:

15.2.2.1 iSimangaliso conducts fair market-related pricing tests to arrive at an opinion of reasonableness of the bid price offered. Where these tests reflect defective pricing or pricing outside of

the fair market-related price range, the evaluators will recommend price negotiation with the winning bidder to bring the price within the fair market-related price range as tested.

15.2.2.2 Where the winning bidder does not want to participate in the price negotiation or provide a fair market related price, iSimangaliso may cancel the award and commence price negotiations with the second bidder in the price/preference ranking.

15.2.3 Ranking of the bidders pricing:

15.2.3.1 iSimangaliso ranks the qualifying bids on price and preference points claimed in the following manner:

15.2.3.2 Price – for bids qualifying for this stage, the lowest priced Bid receives the highest price score as set out in the Preferential Procurement Regulations of 2022;

15.2.3.3 Preference - for bids qualifying for this stage, addition of the claimed preference points in the preference claim form (SBD6.1) where supported by supporting document to the price ranking scores

15.2.4 Award recommendation:

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

## **SERVICE PROVIDER CONTRACT**

12.3 Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- The bidder(s) accepting the terms and conditions contained in the Service Provider Contract as the minimum terms and conditions upon which iSimangaliso is prepared to enter into a contract with the successful Bidder(s).
- The bidder submitting the Service Provider Contract to iSimangaliso together with its bid, duly signed by the authorized representative of the bidder.

**13. CONTRACT PRICE ADJUSTMENT**

13.1 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, where applicable.

**14. SERVICE LEVEL AGREEMENT**

14.1 Upon award iSimangaliso and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by iSimangaliso, in the format of the draft Service Level Indicators included in this tender pack.

14.2 iSimangaliso reserves the right to vary the proposed draft Service Level Indicators during negotiations with a bidder by amending or adding thereto.

14.3 **Bidder(s) are requested to:**

- i. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- ii. Explain each comment and/or amendment; and
- iii. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

14.4 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 organisation.

**15. SPECIAL CONDITIONS OF THIS BID**

- 15.1 iSimangaliso reserves the right:
  - 15.1.1 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)
  - 15.1.2 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).
  - 15.1.3 To accept part of a tender rather than the whole tender.
  - 15.1.4 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.
  - 15.1.5 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.
  - 15.1.6 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.
  - 15.1.7 Award to multiple bidders based either on size or geographic considerations.
  - 15.1.8 All proposed consultancy rates may not exceed the applicable rates based on the National Treasury, DPSA fees guidelines and/or any remuneration guidelines issued by the professional service organisation or regulatory bodies as may be relevant.
  - 15.1.9 Bidders to ensure that traveling costs are based on Department of Transport rates and/or any iSimangaliso policy

**16. iSIMANGALISO REQUIRES BIDDER(S) TO DECLARE**

- 16.1 In the Bidder's Technical response, bidder(s) are required to declare the following:
  - Confirm that the bidder(s) is to: –
    - 16.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of iSimangaliso;
    - 16.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
    - 16.1.3 Act with circumspection and treat iSimangaliso fairly in a situation of conflicting interests;
    - 16.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
    - 16.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with iSimangaliso;
    - 16.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
    - 16.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of iSimangaliso as a client before any other consideration; and
    - 16.1.8 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.**

**17. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

17.1 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"):

17.1.1 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;

17.1.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any

17.1.3 unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

17.1.4 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;

17.1.5 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;

17.1.6 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;

17.1.7 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;

17.1.8 has in the past engaged in any matter referred to above; or

17.1.9 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.

**18. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

18.1 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.

18.2 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. 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.

**19. PREPARATION COSTS**

19.1 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.

**20. INDEMNITY**

20.1 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.

**21. PRECEDENCE**

21.1 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.

**22. LIMITATION OF LIABILITY**

22.1 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.

**23. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

23.1 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.

**24. GOVERNING LAW**

- 24.1 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.

**25. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

- 25.1 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.

**26. CONFIDENTIALITY**

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 The preferred bidder will be required to sign confidentiality and/or indemnity agreements with iSimangaliso
- 26.5 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.

**27. iSIMANGALISO PROPRIETARY INFORMATION**

27.1 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).

**28. SUPPLIER DUE DILIGENCE**

28.1 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.

28.2 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.

28.3 the Service, other than the representations and undertakings of iSimangaliso Authority set out in the Service Agreement.

28.4 It is iSimangaliso objective to promote the participation of historically disadvantaged professionals through its service providers.

28.5 Bidders are requested to indicate in their proposals how they will assist iSimangaliso in achieving this objective.

**29. FRONTING**

29.1 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.

29.2 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.

**30. GENERAL**

- 30.1 This RFP supersedes all other communications between the iSimangaliso Authority and the Bidder.
- 30.2 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.
- 30.3 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.

**31. CORRESPONDENCE & COMMUNICATION**

- 31.1 All correspondence and any communication must be directed to the Official Bid Representative, via email to: [bids@iSimangaliso.com](mailto: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.
- 31.2 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.
- 31.3 Correspondence contemplated above may include questions for clarification by Bidders. Such questions and the responses thereto shall thereafter be circulated to all Bidders.
- 31.4 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.

**PART A**

Annexure 3

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	22/2023	CLOSING DATE:	02 February 2024	CLOSING TIME:	12h00
DESCRIPTION	Appointment of Transactional Advisors for PPP Projects.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
The iSimangaliso Wetland Park Authority Offices, Dredger Harbour, St Lucia, 3936, Approximately 25 KM from Mtubatuba Town					
GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Bids Representative		CONTACT PERSON		
TELEPHONE NUMBER	035-590-1533		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:bids@isimangaliso.com">bids@isimangaliso.com</a>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
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

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

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

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

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

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

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

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### **1. BID SUBMISSION:**

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

#### **2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

**SBD 3.3**

**PRICING SCHEDULE**

**(Transactional Advisors)**

NAME OF BIDDER: ..... BID NO.: .....

CLOSING TIME:..... CLOSING DATE.....

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

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ITEM NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA CURRENCY	**(ALL APPLICABLE	TAXES
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1. The accompanying information must be used for the formulation of proposals.
  
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.  
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
------------------------	-------------	------------

-----	R-----	-----
-------	--------	-------

-----	R-----	-----
-------	--------	-------

-----	R-----	-----
-------	--------	-------

-----	R-----	-----
-------	--------	-------

-----	R-----	-----
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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
<b>TOTAL :</b>	<b>R</b>		

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
---------------------------------------	------	----------	--------

-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid  
.....

7. Estimated man-days for completion of project  
.....

8. Are the rates quoted firm for the full period of contract? \*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.  
.....

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

**\*[DELETE IF NOT APPLICABLE]**

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Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## BIDDER'S DISCLOSURE

SBD4

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state? YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or

---

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

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

Annexure 6

**SBD 8**

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

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

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

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

#### CERTIFICATION

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

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

RFP: # 22/2023 Appointment of Transactional Advisors

**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**

Annexure 7

**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**

1 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). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

2 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

- a. disregard the quotation of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when quotations are considered, reasonable steps are taken to prevent any form of quotation-rigging.
- 4 In order to give effect to the above, the attached Certificate of Quotation Determination (SBD 9) must be completed and submitted with the quotation:



**SBD 9**

**CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**

I, the undersigned, in submitting the accompanying quotation:

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in response to the invitation for the quotation made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying quotation will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying quotation, on behalf of the bidder;
4. Each person whose signature appears on the accompanying quotation has been authorized by the bidder to determine the terms of, and to sign the quotation, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying quotation, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a quotation in response to this quotation invitation;
  - (b) could potentially submit a quotation in response to this quotation invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;



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

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

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

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

Annexure 8

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number ..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.



4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....



## CONTRACT FORM - RENDERING OF SERVICES

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

1. I..... in my capacity as ..... accept your bid under reference number ..... dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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 AT ..... ON.....

NAME (PRINT) .....



SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....



Annexure 9

**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**

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**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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80/90</b>
<b>SPECIFIC GOALS</b>	<b>20/10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>



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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 - \frac{Pt - P}{min}\right) \text{ or} & & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \\ P_{min} & & \end{array}$$

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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left(1 + \frac{Pt - P}{max}\right)$ or		$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right)$
<b>P max</b>		

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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



The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locally Registered Service Provider: Within Umkhanyakude or King Cetshwayo District Municipalities	2	4		
Minimum 51% Youth Owned	2	4		
Minimum 51% Woman Owned	2	4		
Minimum 51% Black Ownership	2	4		
At Least 51% Ownership by people living with disabilities	2	4		
<b>Total:</b>	<b>10</b>	<b>20</b>		

### 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 proprietor
- 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:

- 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:** .....

.....

.....



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## **SERVICE PROVIDER'S AGREEMENT**

**between the**

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

**And**

---

**(hereinafter referred to as "the Service Provider")**

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

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

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

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

#### **1. DEFINITIONS**

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

1.1 Expressions which denote:

1.1.1 any gender shall include the other genders;

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

1.1.3 the singular shall include the plural and vice versa;

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

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

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

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

## **2. SERVICE PROVIDER UNDERTAKINGS**

The Service Provider hereby undertakes to:

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

2.2 Not make any representations on behalf of iSimangaliso;

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

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

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

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

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

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

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



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

#### **4. DURATION OF AGREEMENT**

4.1 The agreement shall commence on the signature date and endure for a period of \_\_\_\_\_ months plus any further period at the sole discretion of iSimangaliso, but not exceeding 15%, unless terminated in terms of the Agreement or as follows:

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

#### **5. TERMINATION OR CANCELLATION**

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

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

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

#### **6. PAYMENT OF SERVICES**

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

#### **7. CESSION, ASSIGNMENT AND SUBCONTRACTING**

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

#### **8. LICENSES AND COPYRIGHT**

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



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the rights of any third person and accordingly indemnifies the Authority from any loss or damage, howsoever arising, in the event of any such infringement.

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

#### **9. CONFIDENTIAL INFORMATION**

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

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

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

#### **10. FORCE MAJEURE**

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

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

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

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

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

#### **11. DISPUTE RESOLUTION**

11.1 Any dispute between the Parties in regard to the interpretation of this Agreement; the effect of this Agreement; the Parties' respective rights and obligations under this Agreement; or a breach of any matter arising out of this Agreement, shall in the first instance, be referred to the Parties' respective representatives, who shall attempt to resolve the dispute amicably between themselves within 5 days of the dispute arising, and if the dispute is still unresolved, then, in the second instance, be referred to the CEO who shall attempt to resolve the dispute with the chief executive officer of the Service Provider



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who shall make himself available in St Lucia, within 10 days of the dispute arising, and if it still remains unresolved, then as a last resort, be submitted to arbitration in the manner set out in this Clause 7

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

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

11.4 If the Parties cannot agree upon a particular arbitrator pursuant to Clause 7.3 above, within 7 days after the arbitration has been demanded, the nomination shall be made by the president of the Attorneys Association of KwaZulu-Natal, within 7 days of the Parties having so failed to agree.

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

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

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

## 12. BREACH

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

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

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

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

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

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

### **13. PUBLIC LIABILITY INSURANCE**

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

### **14. LIMITATION OF LIABILITY**

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

### **15. GENERAL**

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

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

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

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

### **16. DOMICILIUM AND NOTICES**

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



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**The iSimangaliso Authority:**

**CEO**

**iSimangaliso Wetland Park Authority**

**Private Bag X05 St Lucia**

**3936**

**Telefax: (035)590-1601**

**The Service Provider:**

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

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

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

16.5 The Parties shall be entitled at any time to change their addresses for the purposes of this Clause 12 to any other address

**17. COSTS**

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

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18. SIGNED

**For the iSimangaliso Authority**

**Signature:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness #1 :** \_\_\_\_\_

**Witness #2:** \_\_\_\_\_

**for the Service Provider:**

**Signature:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness #1:** \_\_\_\_\_

**Witness #2:** \_\_\_\_\_

Annexure 11

**AUTHORITY TO SIGN A BID/QUOTATION**

**A. COMPANIES**



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

**AUTHORITY BY BOARD OF DIRECTORS**

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

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

.....  
(Name of Company)

IN HIS/HER CAPACITY AS:

.....  
SIGNED ON BEHALF OF COMPANY:

.....  
(PRINT NAME)

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

WITNESSES: 1 .....

2 .....



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

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

.....

.....

**SIGNATURE DATE**

**C. PARTNERSHIP**

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

Full name of partner      Residential address      Signature

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

DATE DATE DATE

#### D. CLOSE CORPORATION

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

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



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

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

.....  
(Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....  
(PRINT NAME)

IN HIS/HER CAPACITY AS .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 .....

2 .....