



**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: 02-2026]**

**Date Issued: [08 May 2026]**

**Closing date and time: [08 June 2026 at 12:00]**

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

**TENDER BOX ADDRESS:**

**ADDRESS: The iSimangaliso Wetland Park Authority The Dredger Harbour**

**McKenzie Street St Lucia Estuary Dukuduku**

**3936**

**(Approximately 25km from the town of Mtubatuba)**

**NAME OF 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.

## **2. LEGAL, REGULATORY & INSTITUTIONAL FRAMEWORK**

Public Private Partnerships (PPPs) in South Africa are governed by the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA), with detailed requirements set out in Treasury Regulation 16. In terms of section 76 of the PFMA, National Treasury is mandated to issue regulations and guidance to ensure the effective and efficient management of public financial resources, including those applicable to PPPs.

National Treasury has further issued the PPP Manual, Standardised PPP Provisions, and the Tourism PPP Toolkit to guide institutions through the PPP project lifecycle, including project identification, feasibility assessment, procurement, implementation and contract management.

## **3. 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.

## **4. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

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 land scape of Umfolozi Municipality, 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 underutilize 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 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 iSimangaliso Wetland Park Authority

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.

iSimangaliso has a number of tourism sites and the tourism sites are categorised as Tourism sites are categorised as Brown Envelopes and Green Envelopes .

- **"Brown Envelopes"**- are projects that are operating, non-operating or sites on disturbed area that does not require environmental authorization"
- **"Green Envelopes"** are unused and undisturbed land (Green envelopes opportunities will require environmental authorization

## 5. DEFINITIONS

Bid	a Bid submitted in terms of this RFP;
Bidder	a person or persons or a special-purpose entity formed to represent individuals, groups of individuals or organisations who submit(s) a Bid in terms of this RFP;
CPI	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;
IMP	the Integrated Management Plan prepared in terms of the Act applicable to the Park;
iSimangaliso	the iSimangaliso Wetland Park Authority established by the Minister in terms of Government Notice 4477 dated 24 November 2000;
RFP	this request for proposals;
SBD	Standard Bidding Document;
Service	the service to be provided by the Service Provider.
Service Agreement	the contract to be entered between the iSimangaliso Authority and the Service Provider.

Service Fee	the fee payable by the iSimangaliso Authority to the Service Provider for performing the Services;
Specific Goals (SG)	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;

## 6. LEGISLATIVE FRAMEWORK OF THE BID

### 6.1. Tax Legislation

6.1.1. Bidder(s) must be compliant when submitting a proposal to iSimangaliso and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991). It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

6.1.2. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

6.1.3. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

6.1.4. iSimangaliso reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

6.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

6.1.6. iSimangaliso reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant

at the time of the award or has submitted a fraudulent Tax Clearance Certificate to iSimangaliso, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

## 6.2. Procurement Legislation

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

## 6.3. Technical Legislation/or Standards

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

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

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

Activity	Due Date
Advertisement of bid on Government e-tender portal / website / Tender Bulletin	08 May 2026
Written questions of clarification – closing date	01 June 2026
Bid submission closing date	08 June 2026 at 12:00 precisely (Bidders will not be permitted to submit their proposal after the set time) Bidders are invited to attend a non-compulsory public opening of tender on the 08 <sup>th</sup> of June 2026 at 12H00pm.

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

## 8. CONTACT AND COMMUNICATION

- 8.1. A nominated official of the bidder(s) can make enquiries via email: bids@iSimangaliso.com . No telephonic queries will be entertained.
- 8.2. The delegated office of iSimangaliso may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 8.3. Any communication to an official or a person acting in an advisory capacity for iSimangaliso in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 8.4. All communication between the Bidder(s) and iSimangaliso must be done in writing.
- 8.5. Whilst all due care has been taken in connection with the preparation of this bid, iSimangaliso makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. iSimangaliso, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

- 8.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by iSimangaliso (other than minor clerical matters), the Bidder(s) must promptly notify iSimangaliso in writing of such discrepancy, ambiguity, error or inconsistency in order to afford iSimangaliso an opportunity to consider what corrective action is necessary (if any).
- 8.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by iSimangaliso will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 8.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **9. LATE BIDS**

- 9.1. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

## **10. COUNTER CONDITIONS**

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

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. All copyright and intellectual property rights that may result as consequences of the work to be performed will become the property of iSimangaliso.
- 11.2. 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.
- 11.3. 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.

- 11.4. A due diligence review may be conducted at the sole discretion of iSimangaliso at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at bidder's offices.
- 11.5. 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. .
- 11.6. 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.
- 11.7. Failure to comply with any condition of this request for a proposal will invalidate respective tender proposal.
- 11.8. Regular monthly written feedback must be given to the Chief Executive Officer: or his/her nominee on all matters, pertaining to this assignment.

## **12. SUBMISSION OF PROPOSALS**

- 12.1. Bid documents must be placed in the tender box. Bid documents will only be considered if received by iSimangaliso before the closing date and time, regardless of the method used to send or deliver such documents to iSimangaliso

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

## **13. PRESENTATION / DEMONSTRATION**

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

## **14. DURATION OF THE CONTRACT**

- 14.1. The successful bidder 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.

## **15. SCOPE OF WORK**

The Transaction Advisor shall provide professional advisory services to assist the iSimangaliso Wetland Park Authority (“the Institution”) through the applicable phases of the Public-Private Partnership (PPP) project cycle, in compliance with the Public Finance Management Act, 1999 (PFMA), Treasury Regulation 16, the PPP Manual, and the Tourism PPP Toolkit.

The scope of work is structured into two parts:

- a) Part A: Pre-Feasibility and Feasibility Studies
- b) Part B: PPP Procurement Support (Conditional)

## **15.1 PART A: PRE-FEASIBILITY AND FEASIBILITY STUDIES**

### **15.1.1 Overview**

The Transaction Advisor shall prepare a pre-feasibility study and, subject to its outcome, a comprehensive feasibility study for the development, operation and maintenance of the Institution’s infrastructure. The studies shall apply the Public Sector Comparator (PSC) and PPP reference models prescribed in the Tourism PPP Toolkit.

The studies shall enable the Institution to determine:

- c) Indicative project viability;
- d) Full lifecycle project costs;
- e) Affordability limits over the project term;
- f) Project risks and associated costs;
- g) Value for money; and
- h) The most appropriate procurement option.

### **15.1.2 Pre-Feasibility Study Phase**

The purpose of the pre-feasibility study is to assess the indicative viability of the proposed tourism PPP project(s) and to identify matters requiring further detailed analysis at feasibility stage. The pre-feasibility study shall support the Institution in motivating to National Treasury whether the project should follow the Small-Cap or Large-Cap Tourism PPP route and whether any exemptions from Treasury approvals may apply.

### **15.1.3 Pre-Feasibility Deliverables**

The pre-feasibility study shall be prepared in accordance with the Tourism PPP Toolkit and shall include, at a minimum:

- An initial needs and demand assessment;
- A conditional survey and high-level review of existing infrastructure, where applicable;
- Identification and high-level assessment of potential delivery options;
- Preliminary cost, revenue, and risk assumptions;
- An initial affordability assessment; and
- A recommendation on whether the project should proceed to a full feasibility study.

#### **15.1.4 Feasibility Study Phase**

##### **15.1.4.1 General Requirements**

The feasibility study shall be undertaken in accordance with Module 4 of the National Treasury PPP Manual and shall demonstrate whether the proposed PPP project is affordable, represents value for money, and provides appropriate risk transfer.

##### **15.1.4.2 Components of the Feasibility Study**

###### **a) Section 1: Needs Analysis**

The Transaction Advisor shall:

- Demonstrate alignment of the project with the Institution's mandate and strategic objectives;
- Confirm the service need and intended outcomes of the project;
- Identify and analyse available budgets and funding constraints;
- Assess institutional commitment and capacity to implement the PPP;
- Define the scope of the project;
- Develop clear output specifications; and
- Conduct conditional surveys of existing facilities, where applicable.

###### **b) Section 2: Options Analysis**

The Transaction Advisor shall:

- Assess feasible delivery options, including non-PPP alternatives;
- Benchmark the preferred option against comparable projects and best practice;
- Confirm the viability of the preferred solution; and
- Provide a reasoned recommendation in line with PPP Manual requirements.

**c) Section 3: Legal and Regulatory Due Diligence**

The Transaction Advisor shall conduct legal due diligence addressing, at a minimum:

- Applicable legal and regulatory requirements;
- Land tenure and use rights;
- Regulatory approvals;
- Site readiness and enablement;
- Socio-economic considerations, including BBBEE obligations; and
- Identification of material legal risks.

**d) Section 4: Value Assessment**

- **Public Sector Comparator (PSC)**

The Transaction Advisor shall:

- Define the technical scope under conventional public procurement;
- Prepare the base PSC financial model;
- Document all cost, revenue, and model assumptions;
- Incorporate BBBEE considerations;
- Calculate the Net Present Value (NPV) of the base PSC.

- **PPP Reference Model**

The Transaction Advisor shall:

- Define the proposed PPP structure and type;
- Prepare the PPP reference financial model;
- Identify funding sources and payment mechanisms;

- Document tax, VAT, and financial assumptions; and
- Calculate the NPV of the PPP reference model.

- **Risk Assessment and Adjustment**

The Transaction Advisor shall:

- Compile and maintain a comprehensive project risk matrix;
- Identify retained and transferable risks;
- Quantify risks and incorporate them into financial models;
- Produce risk-adjusted PSC and PPP reference models;
- Undertake sensitivity analyses.

- **Feasibility Conclusions**

The feasibility study shall include:

- A statement of affordability;
- A statement of value for money;
- The recommended procurement option;
- Verification of assumptions and supporting documentation.

e) **Section 5: Economic Valuation**

The Transaction Advisor shall conduct an economic valuation of the project, including:

- The evaluation methodology;
- Key assumptions;
- Quantification of economic costs and benefits; and
- Presentation of valuation results.

## **15.2 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.

### **15.3 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 Tourism toolkit and Standardised PPP Provisions.

### **15.4 PART B: PPP PROCUREMENT SUPPORT (CONDITIONAL)**

Subject to a positive feasibility outcome and at the Institution's discretion, the Transaction Advisor may be required to provide technical, legal, and financial advisory support during the PPP procurement phase. All procurement support shall comply fully with Treasury Regulation 16, the PPP Tourism toolkit, and applicable procurement legislation.

#### **15.4.1 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:

##### **15.4.1.1 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 iSimangaliso. 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.

#### **15.4.1.2 DETAILED PROCUREMENT PLAN**

The transaction adviser will assist the Project Officer to 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.
- Assist the Project Officer in preparing the Value for money which 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.

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

- The transaction advisor must help the Project Officer and 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 Project Officer and 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.

## **15.5 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.

## **16. THE 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. Each individual 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.

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

- Financial analysis, with relevant PPP and project finance experience or other demonstrable relevant experience.
- PPP procurement and structuring or other demonstrable experience.
- Legal, with relevant South African experience in the drafting and negotiating of PPP agreements and relevant limited recourse Project Finance experience.
- Relevant technical expertise in facilities management, building design, construction, engineering, quantity surveying, and property planning and development applicable to the proposed facilities.
- Environmental, socio-economic and heritage expertise.
- Negotiations, Contract management. Project management; and
- Understanding of the National Treasury's PPP Toolkit for Tourism, PPPs, and PFMA.

## **17. REMUNERATION SCHEDULE AND DISBURSEMENT ARRANGEMENTS**

### **17.1 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.

### **17.2 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 Officer or designated 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.

### **17.3 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

### **18. MANAGEMENT OF TRANSACTION ADVISOR**

- a) 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.
- b) 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.
- c) Prior to undertaking work the Project Budget and activity plan with timelines and milestones must be approved by the Accounting Officer.
- d) The project officer will confirm that the transaction advisor has satisfactorily completed each deliverable before invoices can be submitted to the Entity for payment.

- e) 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.

## 19. BID SUBMISSION REQUIREMENTS

Bidders are required to submit their proposals in two sections, in the following format:

Section 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, PROCUREMENT FOR A PERIOD OF 60 MONTHS FOR A PERIOD OF 60 MONTHS"**

This **section 1** must contain at least the following:

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 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.
- 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.

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

- Project Leader – the individual from the Lead Advisor, who will be responsible for leading the team and coordinating work of the three streams. All deliverables to the Client must be signed off by the Project Leader.
- Stream Leads – Leaders of each stream (Technical, Finance, Legal and Environmental)
- 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);

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 time-table 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 include the following documents, which must be compiled and packaged accordingly and should include:

- 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.

- 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.
- 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.

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.)

**Section 2** In submitting your price proposal, you are required to adhere to SBD 3.3 - Pricing Schedule attached.

- a) In submitting your price proposal, you are required to adhere to *SBD 3.3 - Pricing Schedule attached*.
- b) 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.
- c) Procurement portion of the work may or may not transpire at the end of the feasibility study and should be costed accordingly.
- d) 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.

- e) Proposed remuneration for professional fees:
- f) A remuneration proposal, based on an hourly rate charge (inclusive of VAT)
- g) VAT must be specified separately as a total for each of Phases 1 Pre-feasibility, Phase 2: Feasibility and Phase 3: Procurement.
- h) 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.
- i) Bidders are required to list the key personnel to be deployed on the project and indicate their positions, including hourly rates and daily rates.

## **20. 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.

Non-compliant CVs submitted for evaluation purposes will be assessed as follows:

- 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.
- 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.
- 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.

- 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.
- 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.

## 21. PRE-QUALIFICATION REQUIREMENTS

In addition to checking the completeness of the document in terms of compliance with the requirements of the RFP the following will also apply as pre-qualification requirements:

Document to be submitted	Tick	Non-Submission may result in disqualification.
Submission of documents as per RFP Requirements: Section 1 and Section 2		Section 1 must include all the documents as per the instructions of the RFP Section 2 must include all the documents as per the instructions of the RFP.
Tax Status		the bidder's tax compliance status: Valid SARs Tax Pin
SBDs		All attached SBDs fully completed, signed, and initialed.
Company Resolution or Authority to Sign Bid or Quotation		Company Resolution or Authority to Sign Bids/Quotations.
Service Provider's Agreement		Service Provider's Agreement dully completed, signed and initialed.
Registration on Central Supplier Database (CSD)		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 Full Registration Report (Not Summary).
Submission of Company Profile		Complete company profile indicating bidders contact details, office address and services rendered.

Proof of PPPs undertaken and approvals obtained from National Treasury in terms of projects undertaken.		Bidder must provide Proof of PPPs undertaken and National Treasury approvals received in terms of the PPP project cycle
Copy of Certificate for registration with professional bodies		Team Lead must provide a certified registration certificate with relevant professional bodies
PPP Certification		Team Lead must provide a certified copy of PPP certification
Pricing Proposal		Pricing proposal with rates per hour.

**All copies must not be older than 6 months certified.**

**22. TECHNICAL EVALUATION CRITERIA**

1.	<p><b>Bidders Experience</b> (Letter to indicate the current stage of the project, location, contract value and contact details of the Client) The company must submit at least five (5) traceable reference letters indicating services provided in various PPP transaction advisory services on infrastructure and tourism activities on a PPP basis</p>	<p>The company must attach the reference letters indicating the company's participation in similar services at least:</p> <p>5 Reference letters= 30 points 4 Reference letters= 24 points 3 Reference letters= 18 points 2 Reference letters= 12 points 1 Reference letter = 6 points 0 Reference letters=0 points</p> <p><b>A reference letter for each PPP transaction advisory project must be attached.</b></p>	30	30
2.	<p><b>Qualification competence and experience of the key staff</b></p>	<p>The company must provide detailed CVs for the key personnel, indicating qualifications and experience in PPP projects,</p>	60	
2.1	<p>PPP Specialist/Team Leader should have a post graduate degree in a relevant field and extensive practical experience in PPP transaction advisory projects.</p>	<p>A postgraduate degree in the built environment/economics/law/ project management or other relevant fields from a recognised university + 10 years' experience or more including participation in any PPP transaction advisory project= 20 points</p> <p>A postgraduate degree in the built environment/economics/law/ project management or other relevant fields from a recognised university with 5-9 years' experience including participation in any PPP transaction advisory project= 15 points</p> <p>A postgraduate degree in the built environment/economics/law/ project management or other relevant fields from a recognised university + with 2-4 years' experience including participation in any PPP transaction advisory project= 10 points</p> <p>A degree in the built environment/economics/law/ project management or other relevant fields from a recognised university, with 1</p>	20	

		<p>years' including participation in any PPP transaction advisory project= 5 points</p> <p>A degree in the built environment/economics/law/ project management or other relevant fields from a recognised university, with 0 years' including participation in any PPP transaction advisory project= 0 points</p>		
2.2	<p>Legal Expert with a minimum of a Bachelors Degree and at least 10 years' experience in drafting and analysing commercial agreements, rendition of legal counsel and negotiation support in projects involving infrastructure, legal risk assessment and mitigation</p>	<p>A Bachelor of Law (LLB) or equivalent from a recognised University plus 4 years' experience or more, including participation in any PPP transaction advisory project= 10 points</p> <p>A Bachelor of Law (LLB) or equivalent from a recognised University plus 3 years' experience, including participation in any PPP transaction advisory project= 7 points</p> <p>A Bachelor of Law (LLB) or equivalent from a recognised University plus 2 years' experience , including participation in any PPP transaction advisory project= 5 points</p> <p>A Bachelor of Law (LLB) or equivalent from a recognised University plus 1 year experience , including participation in any PPP transaction advisory project= 3 point</p> <p>A Bachelor of Law (LLB) or equivalent from a recognised University plus Less than 1 year experience = (0 points)</p> <p><b>Zero points will be awarded if the expert is not registered with a relevant professional board.</b></p>	10	

<p><b>2.3</b></p>	<p>Project finance specialist with a minimum of bachelors degree and at least Four (04) years of demonstrated experience in financial modelling/ structuring of large infrastructure projects, value for money analysis, project costing and revenue forecasting, development of financing plans</p>	<p>A bachelor's degree in finance or equivalent from a recognised University plus registration with a relevant professional board plus 4 years' experience or more, including participation in any PPP transaction advisory project= 10 points</p> <p>A bachelor's degree in finance or equivalent from a recognised University plus registration with a relevant professional board plus 3 years' experience, including participation in any PPP transaction advisory project= 7 points</p> <p>A bachelor's degree in finance or equivalent from a recognised University plus registration with a relevant professional board with 2 years' experience , including participation in any PPP transaction advisory project= 5 points</p> <p>A Bachelor of Finance or equivalent from a recognised University plus registration with a relevant professional board with 1-year experience , including participation in any PPP transaction advisory project= 3 point</p> <p>A Bachelor of Finance or equivalent from a recognised University plus registration with a relevant professional board with Less than 1 year experience = 0 points</p> <p><b>Zero points will be awarded if the expert is not registered with a relevant professional board.</b></p>	<p>10</p>	
<p><b>2.4</b></p>	<p>Technical Expert with a minimum Bachelors Degree and at least 04 (Four) years of demonstrated experience in undertaking Environmental Impact Assessment or related work (e.g. environmental screening reports, environmental due diligence reports, environmental management plans etc). Including registration with the Environmental Assessment Practitioners Association of South Africa (EAPASA)</p>	<p>A Bachelor's Degree in Environmental Science or related field from a recognised University plus registration with EAPASA with 4 years' experience = 10 points</p> <p>A Bachelor's Degree in Environmental Science or related field from a recognised University plus registration with EAPASA with 3 years' experience, = 7 points</p> <p>A Bachelor's Degree in Environmental Science or related field from a recognised University plus registration with EAPASA with 2 years' experience= 5 points</p> <p>A bachelor's degree in Environmental Science or related field from a</p>	<p>10</p>	

		<p>recognised University plus registration with EAPASA with 1 year experience = 3 point</p> <p>A bachelor's degree in Environmental Science or related field from a recognised University plus registration with EAPASA with Less than 1 year experience= 0 points</p> <p><b>Zero points will be awarded if the expert is not registered with EAPASA.</b></p>		
<b>3.4</b>	<p>Technical Expert with a minimum Bachelors Degree and at least ten (10) years of demonstrated experience in the built environment</p>	<p>A Bachelor's Degree in Engineering or built environment or related field from a recognised University plus registration with a relevant professional board with 4 years' experience or more, including participation in any PPP transaction advisory project= 10 points</p> <p>A Bachelor's Degree in Engineering or built environment or related field from a recognised University plus registration with a relevant professional board with 3 years' experience, including participation in any PPP transaction advisory project= 7 points</p> <p>A Bachelor's Degree in Engineering or built environment or related field from a recognised University plus registration with a relevant professional board with 2 years' experience , including participation in any PPP transaction advisory project= 5 points</p> <p>A Bachelor's Degree in Engineering or built environment or related field from a recognised University plus registration with a relevant professional board with 1-year experience , including participation in any PPP transaction advisory project= 3 point</p> <p>A bachelor's degree in engineering or built environment or related field from a recognised University plus registration with a relevant professional board with Less than 1 year experience= 0 points</p> <p><b>Zero points will be awarded if the expert is not registered with a relevant professional board.</b></p>	10	<b>10</b>
<b>3.</b>	<p><b>Method Statement</b></p> <p>The company must provide a clear and detailed</p>	<p>The proposed methodology fully describes the approach to assignment</p>	10	<b>10</b>

<p>Method statement:</p> <ul style="list-style-type: none"> <li>Understanding of the terms of reference in relation to the specified scope of work for this project.</li> <li>Quality assurance/compliance measures in accordance with prescribed legislative/regulatory requirements</li> </ul> <p>Proposed work plan, project management approach and timetable for the project must demonstrate understanding of project deliverables.</p>	<p>as per the terms of reference = (10 points)</p> <p>The proposed methodology partially describes the approach to assignment as per the terms of reference = (5 points)</p> <p>The proposed methodology does not describe the approach to assignment as per the terms of reference = (0 points)</p>		
<b>Total technical points</b>			<b>100</b>
<b>Minimum functionality qualifying points</b>			<b>70</b>

22.1. Stage 1 – Price Evaluation (80/90 Points)

Criteria	Points
<p>Price Evaluation</p> $P_s = 80/90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	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

Specific Goal Evaluation (10/20 Points)

Special goals Points allocation

- A maximum of 10/20 points may be allocated to a bidder for attaining their special goals status level of contributor in accordance with the table below:

Specific Goals Status	Number of Points	Number of Points	Proof of Specific Goal.
Level of Contributor	(80/20)	(90/10)	

Minimum 51% Black Ownership	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy
Minimum 51% Youth Ownership	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy
Minimum 51% Women Ownership	4	02	Proof of Residence or CSD or Company Registration Certificate.
Locally registered Company within Umfolozi Municipality and uMkhanyakude Districts Municipalities	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy
Minimum 51% Ownership by people living with disabilities	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy and Director's Medical Certificate or Medical Report.

### Price Evaluation

#### Basis of competition:

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

- Where the winning bidder does not want to participate in the price negotiation or provide a fair market-related price, iSimangaliso cancels the award and commences price negotiations with the second bidder in the price/preference ranking.
- Ranking of the bidders pricing:
  - iSimangaliso ranks the qualifying bids on price and preference points claimed in the following manner:
    - 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;
    - 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
- Award recommendation:
  - iSimangaliso nominates the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation.

Price and specific goal Evaluation (80/90+20/10) = 100 points

1. 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:
2. In terms of regulation 6 of the Preferential Procurement Regulation pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/10-preference point system in terms of which points are awarded to bidders on the basis of:
  - The bid price (maximum 80/90 points)
  - Specific goal for the contribution (maximum 20/10 points)

## **23. SCORING METHODOLOGY**

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

- 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.

## **24. MANDATORY REQUIREMENTS**

- 24.1. 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.
- 24.2. 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.
- 24.3. Failure to adhere to any of these requirements will result in disqualification:
- 24.4. 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. \
- 24.5. 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.
- 24.6. 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.
- 24.7. 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.
- 24.8. 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.

## **25. COMPANY PROFILE**

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.

## **26. SERVICE PROVIDER CONTRACT**

26.1. 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.

## **27. CONTRACT PRICE ADJUSTMENT**

27.1. 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.

## **28. SERVICE LEVEL AGREEMENT**

- 28.1. 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.
- 28.2. iSimangaliso reserves the right to vary the proposed draft Service Level Indicators during negotiations with a bidder by amending or adding thereto.
- 28.3. Bidder(s) are requested to:
  - Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;

- Explain each comment and/or amendment; and
- Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

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

## **29. SPECIAL CONDITIONS OF THIS BID**

29.1. iSimangaliso reserves the right:

29.1.1. 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)

29.1.2. 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).

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

29.1.4. 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.

29.1.5. 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.

29.1.6. 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.

29.1.7. Award to multiple bidders based either on size or geographic considerations.

29.1.8. 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.

29.1.9. Bidders to ensure that traveling costs are based on Department of Transport rates and/or any iSimangaliso policy.

## **30. ISIMANGALISO REQUIRES BIDDER(S) TO DECLARE**

- 30.1. In the Bidder's Technical response, bidder(s) are required to declare the following: Confirm that the bidder(s) is to: –
- 30.1.1. Act honestly, fairly, and with due skill, care and diligence, in the interests of iSimangaliso;
  - 30.1.2. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - 30.1.3. Act with circumspection and treat iSimangaliso fairly in a situation of conflicting interests;
  - 30.1.4. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - 30.1.5. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with iSimangaliso;
  - 30.1.6. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
  - 30.1.7. To conduct their business activities with transparency and consistently uphold the interests and needs of iSimangaliso as a client before any other consideration; and
  - 30.1.8. 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.

### **31. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 31.1. 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"):
- 31.1.1. 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;
  - 31.1.2. 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
  - 31.1.3. unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

- 31.1.4. 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;
- 31.1.5. 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;
- 31.1.6. 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;
- 31.1.7. 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;
- 31.1.8. has in the past engaged in any matter referred to above; or
- 31.1.9. 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.

### **32. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 32.1. 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.
- 32.2. 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.
- 32.3. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

### **33. PREPARATION COSTS**

- 33.1. 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.

#### **34. INDEMNITY**

- 34.1. 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.

#### **35. PRECEDENCE**

- 35.1. 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.

#### **36. LIMITATION OF LIABILITY**

- 36.1. 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.

#### **37. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

- 37.1. 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.

#### **38. GOVERNING LAW**

- 38.1. 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.

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

- 39.1. 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.

### **40. CONFIDENTIALITY**

- 40.1. 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.
- 40.2. 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.
- 40.3. 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.
- 40.4. The preferred bidder will be required to sign confidentiality and/or indemnity agreements with iSimangaliso

- 40.5. 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.

#### **41. iSIMANGALISO PROPRIETARY INFORMATION**

- 41.1. 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).

#### **42. SUPPLIER DUE DILIGENCE**

- 42.1. 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.
- 42.2. 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.
- 42.3. The Service, other than the representations and undertakings of iSimangaliso Authority set out in the Service Agreement.
- 42.4. It is iSimangaliso objective to promote the participation of historically disadvantaged professionals through its service providers.
- 42.5. Bidders are requested to indicate in their proposals how they will assist iSimangaliso in achieving this objective.

#### **43. FRONTING**

- 43.1. 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.

- 43.2. 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.

#### **44. GENERAL**

- 44.1. This RFP supersedes all other communications between the iSimangaliso Authority and the Bidder.
- 44.2. 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.
- 44.3. 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.

#### **45. CORRESPONDENCE & COMMUNICATION**

- 45.1. 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.

- 45.2. 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.
- 45.3. Correspondence contemplated above may include questions for clarification by Bidders. Such questions and the responses thereto shall thereafter be circulated to all Bidders.
- 45.4. 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.

<b>STANDARD BIDDING DOCUMENTS (SBDS)</b>
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## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	02-2026	CLOSING DATE:	08 June 2026	CLOSING TIME:	
DESCRIPTION	Transactional Advisors for PPP Projects				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
iSimangaliso Wetland Park Authority Offices, The 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 1633		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><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i></p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i></p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  
 NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  
 NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   
 YES  NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   
 YES  NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  
 NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p>

- 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)

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.:	DESCRIPTION	BID PRICE IN RSA CURRENCY
-----------	-------------	---------------------------

.....

\*\*(ALL APPLICABLE TAXES INCLUDED)

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

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

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

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.....

TOTAL: R.....

\*\* "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]

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:

**SBD 4**

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

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

---

<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:

.....  
 .....

**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.

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

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

## **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**

#### **GENERAL CONDITIONS**

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).

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

*(delete whichever is not applicable for this tender).*

The applicable preference point system for this tender is the **90/10** preference point system.

The applicable preference point system for this tender is the **80/20** preference point system.

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.

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

Price; and

Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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.

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.

## **DEFINITIONS**

**“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;

**“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

**“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**“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

**“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

### **POINTS AWARDED FOR PRICE**

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

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

**80/20 or 90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### POINTS AWARDED FOR PRICE

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

**80/20 or 90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### POINTS AWARDED FOR SPECIFIC GOALS

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:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—  
 an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,  
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Local Service Provider (Umkhanyakude District Municipalities or Umfolozi Local Municipality)	2	4		
At Least 51% Black Owned	2	4		

At Least 51% Woman Ownership	2	4		
At Least 51% Youth Ownership	2	4		
At least 51% Ownership by people living with disability.	2	4		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

Name of company/firm.....

Company registration number: .....

**TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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:

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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;

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 –

disqualify the person from the tendering process;  
recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;  
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;  
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  
forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

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)

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

The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents, viz
- Invitation to bid;
- Proof of tax compliance status;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
- Bidder's Disclosure form;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

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.

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.

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE:	.....

**SBD 7.2 CONTRACT FORM - RENDERING OF SERVICES**

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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).

An official order indicating service delivery instructions is forthcoming.

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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

**SBD 8 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

This Standard Bidding Document must form part of all bids invited.

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.

The bid of any bidder may be disregarded if that bidder, or any of its directors have-  
 abused the institution’s supply chain management system;  
 committed fraud or any other improper conduct in relation to such system; or  
 failed to perform on any previous contract.

**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	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>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.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

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

**SBD 8**

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## **SBD 9**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.

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

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

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

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

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

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made

by: \_\_\_\_\_  
(Name of Institution)

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

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

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

## **SBD 9**

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: prices;

geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

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.

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

**SBD 9**

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

**iSIMANGALISO SERVICE PROVIDER'S AGREEMENT (SPECIAL CONDITIONS)**

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:

Expressions which denote:

1.1 any gender shall include the other genders;

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

1.3 the singular shall include the plural and vice versa;

1.4 "Confidential Information"- shall mean all information and data of any nature, whether tangible, intangible, oral or in writing and in any format or medium, that is obtained or learned by, disclosed to or comes to the knowledge of a party by or from the other party during the course or arising out of this Agreement, by whatsoever means and which information is not readily available in the ordinary course

of business to a third party including but not limited to all internal control systems, contractual and financial arrangements with iSimangaliso's suppliers, customers, and marketing and is deemed to be the property of iSimangaliso;

1.5 "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

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

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

## **2. SERVICE PROVIDER UNDERTAKINGS**

The Service Provider hereby undertakes to:

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

2.2 Not make any representations on behalf of iSimangaliso;

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

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

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

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

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

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

Service Provider to remove the director, employee or subcontractor provider from any further participation arising from this Agreement;

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

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

### **3. DURATION OF AGREEMENT**

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

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

### **4. TERMINATION OR CANCELLATION**

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

4.2 Subject to clause 4.1 of this agreement, iSimangaliso may terminate this agreement in the event that the Service Provider fails to comply with, or fails to remedy on-compliance, notwithstanding iSimangaliso's notice to the Service Provider to remedy the failure, or the terms and conditions contained in clause 2.1.

4.3 An aggrieved Party may only terminate this Agreement in terms of Clause 11 of this Agreement if the breach is material and is not capable of being remedied by payment or if it is capable of being remedied by payment, the other Party fails to make payment within 14 (fourteen) calendar days after the final determination of the amount.

### **5. PAYMENT OF SERVICES**

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

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

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

## **7. LICENSES AND COPYRIGHT**

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

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

## **8. CONFIDENTIAL INFORMATION**

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

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

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

## **9. FORCE MAJEURE**

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

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

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

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

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

## **10. DISPUTE RESOLUTION**

10.1 Any dispute between the Parties in regard to the interpretation of this Agreement; the effect of this Agreement; the Parties' respective rights and obligations under this Agreement; or a breach of any matter arising out of this Agreement, shall in the first instance, be referred to the Parties' respective representatives, who shall attempt to resolve the dispute amicably between themselves within 5 days of the dispute arising, and if the dispute is still unresolved, then, in the second instance, be referred to the CEO who shall attempt to resolve the dispute with the chief executive officer of the Service Provider who shall make himself available in St Lucia, within 10 days of the dispute arising, and if it still remains unresolved, then as a last resort, be submitted to arbitration in the manner set out in this Clause 7

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

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

10.4 If the Parties cannot agree upon a particular arbitrator pursuant to Clause 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.

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

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

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

## **11. BREACH**

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

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

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

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

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

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

## **12. PUBLIC LIABILITY INSURANCE**

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

## **13. LIMITATION OF LIABILITY**

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

## **14. GENERAL**

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

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

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

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

## **15. DOMICILIUM AND NOTICES**

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

The iSimangaliso Authority: CEO  
iSimangaliso Wetland Park Authority Private Bag X05 St Lucia  
3936  
Telefax: (035)590-1601

The Service Provider:

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

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

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

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

## **16. COSTS**

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

## **17. SIGNED**

For the iSimangaliso Authority

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

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

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

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

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

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

for the Service Provider:

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

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

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

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

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

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

**AUTHORITY TO SIGN A BID/QUOTATION**

A. COMPANIES

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 .....

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

I, .....

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

.....

..... SIGNATURE DATE

**C. PARTNERSHIP**

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

Full name of partner                      Residential address                      Signature

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

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

.....

SIGNATURE

SIGNATURE

SIGNATURE

.....

DATE

DATE

DATE

**D. CLOSE CORPORATION**

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

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 .....

## **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

iSimangaliso Wetland Park Authority cannot amend the National Treasury's General Conditions of Contract (GCC). iSimangaliso appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause that requires the addition of Special Conditions and Special Conditions specific to this bid contract is not part of the General Conditions of Contract. No clause in this document shall be in conflict with another clause. Whenever there is a conflict, the provisions of the iSimangaliso Special Conditions of Contract shall prevail.

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

The following terms shall be interpreted as indicated:

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

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

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

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

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

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

### 3. General

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

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

### 4. Standards

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

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

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

## 6. Patent rights

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

## 7. Performance security

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

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or

contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## 9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme

temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## 10. Delivery and documents

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

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### 14. Spare parts

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

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

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

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

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

#### 15. Warranty

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

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

15.3 in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

## 16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

## 17. Prices

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

## 18. Contract amendments

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

## 19. Assignment

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

## 20. Subcontracts

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

## 21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar

goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

- (iii) the name and address of the supplier and / or person restricted by the purchaser;
- (iv) the date of commencement of the restriction
- (v) the period of restriction; and
- (vi) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to

determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### 24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### 25. Force Majeure

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

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

#### 26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## 27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

the purchaser shall pay the supplier any monies due the supplier.

## 28. Limitation of liability

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

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

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

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

28.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28.5 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

## 29. Governing language

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

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

## 30. Applicable law

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

## 31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

*General Conditions of Contract (revised February 2008)*

**Declaration**

I, the undersigned, certify that this data correctly describes the appointment and services, provided and that I am duly authorised to sign this document.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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