

iSIMANGALISO WETLAND PARK AUTHORITY

SECTION 1: REQUEST FOR QUOTATION (RFQ)



iSimangaliso
Wetland Park



REQUEST FOR QUOTATION: THE MAINTENANCE & SUPPLY OF FIRE EQUIPMENT AND SYSTEMS AT VARIOUS SECTIONS OF THE PARK

This Request for Quotation comprises the following documents:

- Section 1: This request letter
- Section 2: RFQ Instructions and Data
- Section 3: Schedule of Requirements
- Section 4: Compulsory SDB Forms
- Section 5: Technical and Financial Offer (**Your Submission**)

Closing Date and Time	03 July 2026 at 12h00
Enquiries	Email: bids@isimangaliso.com Please use RFQ No. and RFQ Description as subject reference
Evaluation Criteria	The 80/20 Evaluation system will be used for procuring items with values of R30 000 and above but not exceeding R1 Million inclusive of VAT (PPPFA and our SCM Policy)
Pricing	<ul style="list-style-type: none">• Pricing must be VAT Inclusive where applicable.• Only VAT registered vendor may charge VAT.• All costs related to be service required must be included in quotation.• Quotation must be valid for at least 90 days.

Issued and Prepared By:

iSimangaliso Wetland Park Authority
The Dredger Harbour
McKenzie Street
St Lucia
3936

INFORMATION BELOW TO BE COMPLETED BY SUPPLIER:

SERVICE PROVIDER NAME :

CSD NUMBER : **CIDB NO:**

TEL : **EMAIL**

TENDERED AMOUNT :

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SECTION 3: SCHEDULE OF REQUIREMENTS

Background Information	<p>The Park was proclaimed a World Heritage Site by regulation published in the Government Gazette under notice number 4477 on 24 November 2000. The Park stretches across open seas, reefs, beaches, forests, savannahs, lakes, rivers and mountains to include all the natural wonders that have drawn 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.</p>
Introduction	<p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by iSimangaliso.</p> <p>This RFQ is conducted in accordance with the iSimangaliso Authority PPPFA and SCM Policy on Contracts and Procurement.</p> <p>Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by iSimangaliso Authority.</p>
Method of submission	<p>Quotations must be submitted as follows: Courier / Hand delivery / e-mail</p> <ol style="list-style-type: none"> 1. Bids submission physical address: <ul style="list-style-type: none"> • The Dredger Harbour, St Lucia, 3936. GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032 2. Email: bids@isimangaliso.com <ul style="list-style-type: none"> • Document in a single envelope marked: <ul style="list-style-type: none"> ○ Bidders Name ○ The Maintenance & Supply of Fire Equipment and Systems at various Sections of the Park
Disqualification Criteria	<p>A quote may be disqualified, amongst other things, if the Supplier, any of its members, directors, partners, or shareholders:</p> <ul style="list-style-type: none"> • Does not submit any of the mandatory/standard bidding documents and other documents required; • CIDB Grade 2SF or Higher • Does not submit letter of good standing from the compensation commissioner. • Does not Provide Treasury Central Supplier Database Registration Full Report; • Is listed on the National Treasury restricted suppliers' database; • Is an employee of state; • has, in the opinion of the iSimangaliso Authority, attempted to exercise influence during the procurement process; or • has colluded or attempted to collude with other Suppliers during the procurement process. • if the Service Fee bid is ambiguous or the quote is conditional. • If the service provider has failed to perform in any previous contracts and the proof exists • If below documents are not submitted;
Documents to be Submitted.	<ul style="list-style-type: none"> • Proof for specific Goals i.e. CSD, CIPRO Registration, Proof of Address and ID Copy/Copies of Directors/Members or Partners. • Minimum Level 2SF or higher CIDB Grading. • Central Supplier database Registration Full Report • Valid SARS Tax Pin • BOQs. • Pro forma Service Agreement with all blank sections duly completed, each insertion and each page initialled, and the signature page properly signed and witnessed.

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SECTION 2: RFQ INSTRUCTIONS AND DATA

	Failure to provide the abovementioned information will render your bid offer invalid
Standard Bidding Documents	<p>Completion of the standard bidding documents stated herein below is mandatory, failure to do so will render your bid offer invalid:</p> <ul style="list-style-type: none"> • All attached SBDs (Note: all SBD Forms must not be typed, they must be completed in a black ink) • Authority to Sign RFQ • Bill of Quantities.
Procurement Rules	<ul style="list-style-type: none"> • All questions and queries must be referred in writing to: bids@iSimangaliso.com • No verbal agreements re non-binding. The onus is on the Supplier to ensure that its correspondence is received by the iSimangaliso Authority. • The submission of a quote by a Supplier implies full knowledge and acceptance of all the terms and conditions set out in this request for quotations. • Suppliers are responsible for all costs, expenses and losses incurred by them in the preparation and submission of quotes. • Suppliers are advised that submission of a project proposal gives rise to no contractual obligations on the part of iSimangaliso. • The Supplier is responsible for its own due diligence investigation in connection with the Service and all matters relating to this request for quotation. Neither the iSimangaliso Authority nor any of its officers, employees, agents or advisers make any representation or warranty, express or implied, concerning any matter affecting the Service, other than the representations and undertakings of the iSimangaliso Authority set out in the Service Agreement. • The Supplier will be required to provide an efficient and effective service. Therefore, the Supplier is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The Supplier must supply references or state his/her experience as a company to undertake the contract. References of experience of owners/employees of new entities must accompany the quotation document. Quotes and all related correspondence and documents must be in English. • Quotes and all related documents must be emailed to bids@isimangaliso.com <p>Payments are made within 30 days of Finance receiving the invoice. No upfront payments will be made.</p>
Closing Date and Time	03 July 2026 at 12h00
Validity Period	90 days after submission of quotations.
Special Conditions	<p>iSimangaliso reserves the right:</p> <ul style="list-style-type: none"> • to enter negotiations with a prospective Service Provider regarding any terms and conditions, including price(s), of a proposed contract. • not to accept the lowest of any quotation, offer or proposal. • To correct any mistakes identified at any stage of the process. • To cancel and/or terminate the request for quotation at any stage, including after closing date and or after evaluation has been conducted. • to accept part of the terms of reference rather the whole services required. • Professional fees All proposed consultancy rates may not exceed the applicable rates based on the National Treasury, DPSA fees guidelines and/or any remuneration guidelines issued by the professional service organisation or regulatory bodies as may be relevant. • Bidders to ensure that travelling costs are based on SARS rate and or any iSimangaliso policy

3.1 TECHNICAL SPECIFICATIONS

Background

iSimangaliso Wetland Park Authority has assumed direct responsibility for the management and oversight of tourism facilities located at Cape Vidal, Sugar Loaf, uMkhuze, Sodwana Bay, Kosi Bay, and Maphelane. As part of its commercialization strategy, iSimangaliso intends to appoint private operators to manage and operate these tourism facilities under concession agreements for specified periods. The objective of this approach is to leverage private-sector expertise, improve visitor experiences, enhance operational efficiency, and support the long-term sustainability of tourism assets within the park.

While the day-to-day operation of the facilities will be undertaken by the appointed operators, ownership of the assets remains with iSimangaliso. Consequently, iSimangaliso retains the role of landlord and custodian of the facilities and is responsible for ensuring that all assets are maintained in accordance with contractual obligations and requirements, safety standards, and applicable legislation.

Introduction

To fulfil its obligations as landlord and to ensure uninterrupted operations, guest safety, regulatory compliance, and asset preservation, iSimangaliso requires a suitably qualified and experienced service provider to manage the maintenance and supply of gas equipment and systems across all affected tourism facilities.

Scope of Works

The project entails the appointment of a qualified service provider to provide comprehensive maintenance, inspection, testing, repair, replacement, and supply services for gas equipment and gas systems at all our tourism facilities.

The appointed service provider will be responsible for ensuring that all gas installations, cylinders, storage facilities, piping, regulators, valves, appliances, and associated equipment are maintained in accordance with applicable safety standards, regulatory requirements, manufacturer specifications, and industry best practices for issuance of compliance certification.

Bidders can access Bill of Quantities from the following link or request it via email on bids@isimangaliso.com

Construction Methodology

The following construction methodology will be adopted in accordance applicable governing and statutory regulations and requirements including the following:

- SANS 1475-1. Reconditioning of fire equipment- Portable wheeled extinguishers
- SANS 10105-1. Use and control of firefighting equipment portable and wheeled extinguishers
- SANS 1475-2. Reconditioning of fire equipment- Hose reel, Hydrants, and Boosters
- SANS 10105-2. Use and control of firefighting equipment, hose reels and boosters
- SANS 17020. Quality management system regulations
- SANS 10400 (Part T). National building regulations
- SANS 0287. British Standard Rule – Fire Sprinkler
- ASIB (as and when required)

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SECTION 3: SCHEDULE OF REQUIREMENTS

- SAQCC Fire
- Driven Machinery Regulations

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SECTION 3: SCHEDULE OF REQUIREMENTS

Description of the service

- I. Section 1: Preliminary and General
- II. Section 2: General Renovations and Maintenance

Quality Assurance:

a) Quality Standards

- The delivery of services shall be carried out with best quality and to a high class of workmanship.
- If, in the sole judgment of iSimangaliso Wetland Park Authority, the item is determined not to be equal/similar, the item shall be rectified by the service provider,

b) Quality Tests

- iSimangaliso may from time to time test the quality of services and non-compliance may result in the termination of the contract.

Supplier/Bidders Responsibilities

- Provide all the necessary skills, resources, tools, equipment and experts, to carry out the works;
- Review, familiarize and understand the proposed site including all constraints and environmental factors.
- Review, familiarize and understand the operational requirements of the facilities iSimangaliso Wetland Authority.
- Any other reasonable works required to successfully deliver the services to the employer on time, on budget, at the accepted quality.
- Hand over all documentation including condition reports after services.
- Supplier will submit the approved quotation or tax invoice for processing Payment.

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SECTION 3: SCHEDULE OF REQUIREMENTS

SCHEDULE OF EQUIPMENT

Area :		
	Description	No. of
	Fire Extinguisher	150
	Fire Hydrant	150

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SECTION 3: SCHEDULE OF REQUIREMENTS

SCHEDULE 3.3 B – DECLARATION OF SIMILAR PROJECTS COMPLETED

Service Providers are to list any similar projects that have been executed in the last five years. **Similar projects Fire equipment and systems**

Must have the letters of Award and Completion Certificates or Final Certificate attached to this page

Name and Nature of Project	Name of Employer and Details	Monetary Value of Project	Date of Appointment	Est. end date of Appointment

Should there be insufficient space provided above, the Bidder must attach the remainder of the information to this document. Note: Where Joint Ventures/ Consortia are undertaken, the information as requested above is to be provided by each partner firm.

Signed on behalf of Tenderer:.....

SCHEDULE 3.3C: RELEVANT WORK PLAN AND METHOD STATEMENT OR REQUIREMENTS IN TERMS OF REGULATIONS FOR WORK TO BE PERFORMED

The tenderer shall append their proposed appropriate one-page relevant work plan to this Schedule.

The relevant work plan must indicate the approach, separate activities, durations and sequence of the Works to be executed.

The work plan could be in the form of a GANNT Chart or a Schedule of Activities indicating sequence, duration and dependencies

Public health and safety approach to be followed to ensure that Works comply with regulations required. The safety and sanctity of the animals is paramount and should reflect in the Bidder's Implementation Plan.

The work plan must show that the tenderer has appreciated the Scope of Work and has good insight as to what actions or activities are required in order to comply with the Employer's objectives. Tenderers should however endeavour to keep their submissions in this regard to a maximum of 1 page.

Signed on behalf of Tenderer:.....

SCHEDULE 3.3E: RESOURCE QUALIFICATIONS

Site Supervisor x 1		(40 Points)
Description	Point	
Qualification		20
NQF level 3 OR NQF level 4 Mechanical Fitter/ Millwright Artisan WITH Trade test AND Valid SAQCC Fire registration	20 Points	
No NQF level 3 OR NQF level 4 Mechanical Fitter/ Millwright Artisan WITH Trade test AND Valid SAQCC Fire registration	0	
Experience		20
Years of experience post- qualification in Maintenance of Fire prevention and protection system - all or a combination of the following: <ul style="list-style-type: none"> • Fire pumps • Fire extinguishers • Fire sprinklers Points per qualifying years <ul style="list-style-type: none"> • <2 years of experience 0 points • Between 2 to 4 years' experience 10 points • >4 years of experience 15 points 	20 Points	
OHS Training Experience Bidder to submit Health and Safety Officer Certificate and CV		30
Proof of company experience through references – Reference Letters or Purchase orders or Appointment Letters (10 points each letter)		30
TOTAL:		100

Bidders are to obtain minimum 75% to move to next stage (price and special goals)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFQ	CLOSING DATE:	01 July 2026	CLOSING TIME:	12h00
DESCRIPTION	Maintenance of Fire Equipment in Various Sites of iSimangaliso				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The iSimangaliso Wetland Park Authority Offices: The Dredger Harbour, St Lucia, 3936.					
GPS Coordinates: Latitude: -28.362936 Longitude: 32.412032					
Or email: bids@isimangaliso.com					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bids Representative	CONTACT PERSON			
TELEPHONE NUMBER	035-590-1633	TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	bids@isimangaliso.com	E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

<p>2.1.1.1</p> <p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.1.1.2</p> <p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</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**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.

- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature	Date
.....
Designation	Name of bidder

Environmental Record

I /We, the undersigned _____ hereby declare

Please delete the statement which does not apply:

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

alternatively

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

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

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

WITNESSES

1. _____
2. _____

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to

claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of

the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

**ANNEXURE 3: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT
PRACTICES
SBD 8**

4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

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

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

AFFIDAVIT
Certificate of Independent Quotation Determination

I, the undersigned, in submitting the accompanying quotation:

in response to the invitation for the quotation made by:

(Name of Institution)

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

I certify, on behalf

of: _____ t

that

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying quotation will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying quotation, on behalf of the bidder;
4. Each person whose signature appears on the accompanying quotation has been authorized by the bidder to determine the terms of, and to sign the quotation, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying quotation, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a quotation in response to this quotation invitation;
 - (b) could potentially submit a quotation in response to this quotation invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a quotation;

ISIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

ANNEXURE 4: CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

SBD 9

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

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this quotation invitation relates.
- 9. The terms of the accompanying quotation have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

- 5 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.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	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? <i>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
2.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

ANNEXURE 4: CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

SBD 9

2.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

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

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

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

2.2	DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL
2.3					

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

iSIMANGALISO WETLAND PARK AUTHORITY

REQUEST FOR QUOTATION

SERVICE PROVIDER'S AGREEMENT

between the

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

(hereinafter referred to as "the Service Provider")

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

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

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

1.1 Expressions which denote:

1.1.1 any gender shall include the other genders;

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

1.1.3 the singular shall include the plural and vice versa;

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

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

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

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

2. SERVICE PROVIDER UNDERTAKINGS

The Service Provider hereby undertakes to:

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

- 2.2 Not make any representations on behalf of iSimangaliso;
- 2.3 Abide by Park rules and directives as amended from time to time;
- 2.4 Hold itself liable for any damage, as defined in the National Environmental Management Act, caused by the service provider, any invitees, collaborators, assistants or employees, and shall be liable for the cost of rehabilitation or restoration of such damage or for the mitigation measures required, as directed by iSimangaliso.
- 2.5 Obtain all necessary environmental and other permits and/or approvals in accordance with the Regulatory Provisions and shall comply with all conditions of any environmental or other permit or approval granted by any Relevant Authority and shall take all necessary action required under the Regulatory Provisions.
- 2.6 Hold itself liable to pay a penalty imposed by the Authority for failing to comply with the provisions of this contract. Penalties shall be calculated at 2% (two percent) of the fees payable within the month that the Service Provider failed to comply with the provision of this Agreement.
- 2.7 Not to poach any staff member of iSimangaliso during the term of this Agreement and for a period of two years after expiry or termination;
- 2.8 Shall ensure that no director, employee, or sub-contractor shall do anything to damage the name and reputation of iSimangaliso. If, in the reasonable opinion of iSimangaliso, the Service Provider, any director, employee or subcontractor provider has caused iSimangaliso harm or damaged its good name or reputation iSimangaliso shall be entitled to terminate this Agreement or require the Service Provider to remove the director, employee or subcontractor provider from any further participation arising from this Agreement;
- 2.9 Shall replace any person assigned to this Agreement if in its discretion iSimangaliso is dissatisfied with the performance or conduct of this person;
- 2.10 Shall not remove or replace any person assigned to this Contract or make any changes to the scope of work or methodology or specification of the Services without the prior written permission of iSimangaliso, which may be withheld.

3. DURATION OF AGREEMENT

- 3.1 The agreement shall commence on the signature date and endure for a period of _____ months plus any further period at the sole discretion of iSimangaliso, but not exceeding 12 months, unless terminated in terms of the Agreement or as follows:
- 3.2 The cancellation or termination of this Agreement shall be in accordance with paragraph 4 below.

4. TERMINATION OR CANCELLATION

- 4.1 Either party wishing to terminate this Agreement, either in whole or in part, must provide the other Party with at least 90 (ninety) calendar days' prior written notice signed by a duly authorised signatory
- 4.2 Subject to clause 4.1 of this agreement, iSimangaliso may terminate this agreement in the event that the Service Provider fails to comply with, or fails to remedy non-compliance, notwithstanding iSimangaliso's notice to the Service Provider to remedy the failure, or the terms and conditions contained in clause 3.1
- 4.3 An aggrieved Party may only terminate this Agreement in terms of Clause 8 of this Agreement if the breach is material and is not capable of being remedied by payment or if it is capable of

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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 risen.

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

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

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

10. DISPUTE RESOLUTION

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

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

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

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

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

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

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

11. BREACH

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

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

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

iSIMANGALISO WETLAND PARK AUTHORITY

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

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

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

12. PUBLIC LIABILITY INSURANCE

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

13. LIMITATION OF LIABILITY

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

14. GENERAL

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

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

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

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

15. DOMICILIUM AND NOTICES

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

The iSimangaliso Authority:

CEO

iSimangaliso Wetland Park Authority

Private Bag X05 St Lucia

3936

Telefax: (035)590-1601

The Service Provider:

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

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

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

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

16. COSTS

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

17. SIGNED

For the iSimangaliso Authority

Signature: _____

Full Name: _____

Designation: _____

Date: _____

Witness #1: _____

Witness #2: _____

iSIMANGALISO WETLAND PARK AUTHORITY

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for the Service Provider:

Signature: _____

Full Name: _____

Designation: _____

Date: _____

Witness #1: _____

Witness #2: _____

AUTHORITY TO SIGN A BID/QUOTATION

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

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

.....

(Name of Company)

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY:

.....

(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

.....

SIGNATURE DATE

C. PARTNERSHIP

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

Full name of partner	Residential address	Signature
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.....
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.....
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.....
-------	-------	-------

.....
-------	-------	-------

We, the undersigned partners in the business trading ashereby 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 contrac on behalf of

.....
-------	-------	-------

SIGNATURE

SIGNATURE

SIGNATURE

.....

.....

.....

DATE

DATE

DATE

D. CLOSE CORPORATION

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

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

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

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

.....
(Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....
(PRINT NAME)

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1

2