



JOE QGABI ECONOMIC DEVELOPMENT AGENCY
27 Dan Pienaar Avenue, Aliwal North, 9750
Telephone 051 023 0600
Vision led and output driven

Bid Description	Request for Proposal for the Management and development of Juana Maria three (3) Blocks of Flats
Bid number	JoGEDA/SCM/06/2025/26
Name of Bidder	
Trading Name	
Tax Number	
CSD Registration Number	
SARS Pin	
CIDB(CRS) Registration Number	
Briefing session	A virtual Non-Compulsory Briefing session on 27 March 2026 @11H00
Closing Date	21 April 2026
Closing Time	11H00
Bid Validity Period	120 Days
Tender Box Address	JoGEDA no. 27 Dan Pienaar Avenue Aliwal North 9750

- The **MBD 1** and all other application forms attached as **Part 5** must be completed and signed in the original that is in ink.
- Forms with photocopied signatures or other such reproduction of signatures will be rejected.
- Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration

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PART 1

PART A

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (Joe Gqabi Economic Development Agency)

BID NUMBER:	JoGEDA/SCM/06/2025/26	CLOSING DATE:	21 April 2026	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE MANAGEMENT AND DEVELOPMENT OF JUANA MARIA THREE (3) BLOCKS OF FLATS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Joe Gqabi Economic Development Agency (JoGEDA)
no. 27 Dan Pienaar Avenue
Springs
Aliwal North
9750

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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

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 ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:
CAPACITY UNDER WHICH THIS BID IS SIGNED:
DATE:



INVITATION TO BID
REQUEST FOR PROPOSAL FOR THE
MANAGEMENT AND DEVELOPMENT OF JUANA MARIA THREE (3)
BLOCKS OF FLATS
BID NUMBER: JoGEDA/SCM/06/2025/26

Joe Gqabi Economic Development Agency (JoGEDA) hereby invites suitably experienced service providers to submit their proposal for the Management and Development of the Juana Maria three (3) Blocks of Flats located in Maletswai. JoGEDA will enter into a direct formal contract with an appropriately qualified, competent and experienced developer that will carry out the services.

The Juana Maria three (3) Blocks of Flats is an existing residential property comprising approximately 24 residential units in varying condition, with a mix of one- and two-bedroom units with a bathroom. The property is situated at **Erf number 698, Spyker Street, Maletswai**. The property offers an opportunity to enhance the management and development of the existing infrastructure, thereby optimizing its potential and contributing to the socio-economic growth of Maletswai.

The bids will be evaluated in accordance with the Preferential Procurement Policy Framework Act (Act No. 5 of 2000), the Preferential Procurement Regulations of 2022, and the JoGEDA Supply Chain Management Policy. The evaluation process will consider pre-qualification requirements, functionality, and the preference points system. Bids scoring less than 80 out of 100 points for functionality will be deemed non-responsive. Only responsive bidders will proceed to the next stage of evaluation, which will focus on pricing based on the commercial offer as well as specific goals. For further Supply Chain Management Unit related enquiries contact SCM at scmjogeda@jogeda.co.za no later than **15 April 2026**.

Completed documents are to be endorsed **REQUEST FOR PROPOSAL FOR THE MANAGEMENT AND DEVELOPMENT OF JUANA MARIA THREE (3) BLOCKS OF FLATS - JOGEDA/SCM/06/2025/26** and should be hand submitted on or before the closing date to the following address: Joe Gqabi Economic Development Agency at 27 Dan Pienaar Avenue, Aliwal North, 9750, not later than **11h00 on 21 April 2026**. No emailed, faxed submissions will be accepted only hand delivered or couriered submissions will be accepted. A virtual non-compulsory briefing session will be held on Friday, **27 March 2026 at 11h00**.

Bid conditions are detailed in the bid document. Failure to comply with the bid conditions will invalidate your bid. The entity does not bind itself to accept the bidder scoring the highest number of points.

.....
DR. VUYIWE MARAMBANA

CHIEF EXECUTIVE OFFICER

PART 2

CONDITIONS OF BID

CONDITIONS OF BID NB: ONLY JoGEDA conditions provided in this document will be applicable; no bidders' conditions will be considered/accepted.

1. BACKGROUND

- The Joe Gqabi Economic Development Agency (JoGEDA) is an entity assigned the responsibility of identifying, assessing, consolidating, facilitating and promoting economic development and investment projects for and on behalf of the entire Joe Gqabi District.

2. OFFER AND SPECIAL CONDITIONS

- Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (MBD1) and requisite bid forms attached as (Part 5) with its bid. Bidders must take careful note of the special conditions.
- All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required (failure to submit complete document will lead to disqualification).
- In the event that any form or certificate provided in Part 5 of this document to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided
- Failure to complete any part of this document will render the submission invalid and will be disqualified.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- Bids must be delivered/couriered to No. 27 Dan Pienaar, Springs, Aliwal North to the bid box on or before **21 April 2026 at 11H00**.
- No faxed/emailed submissions will be accepted only delivered /couriered submission will be accepted.
- Late submissions will be disqualified.

4. ENQUIRIES

- Only written queries will be replied to for record keeping purposes, on or before the **15 April 2026** so all queries to be emailed to Ms. S. Mgoloza at: scmjogeda@jogeda.co.za.
- JoGEDA will endeavour to inform bidders of the progress until conclusion of the tender and all raised queries shall be responded to within **three (3) days**.

5. DECLARATION OF INTEREST

- The bidder should submit a duly completed and signed declaration of interest (MBD 4) together with the bid.
- The declaration of interest is attached as an Annexure on PART 5 of this document

6. DECLARATION OF BIDDER'S PAST SCM PRACTICES

- The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (MBD 8) is attached as an Annexure on PART 5 of this document.

7. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PPR OF 2022.

- The bidder must complete the preferential points claim form (MBD 6) and sign accordingly to submit with the bid. The preferential points claim form is attached as an Annexure on PART 5 of this document

8. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (MBD 9) is attached as an Annexure on PART 5 of this document.

9. PARTNERSHIPS AND LEGAL ENTITIES

- In the case of the bidder being a partnership, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

10. OBTAINING BID DOCUMENTS

- Bid documents will only be available on the JoGEDA website www.jogeda.co.za and e-Tender portal at www.etenders.gov.za and www.cidb.org.za

11. ACCEPTANCE OF BIDS

- The JoGEDA does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the municipal entity.

12. VALIDITY

- Bid documentation submitted by the bidder will be valid and open for acceptance for a period of hundred and twenty (120) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

13. CONSORTIUM

- It is recognized that bidders may wish to form consortia to provide the Services.
- A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
- It shall be signed so as to be legally binding on all consortium members;
- One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- The lead member shall be the only authorized party to make legal statements, communicate with the JoGEDA and receive instructions for and on behalf of any and all the members of the consortium;
- A copy of the agreement entered into by the consortium members shall be submitted with the bid.
- The lead member must comply with all the requirements of the bid.
- Preference points will be only awarded when a consolidated BBBEE Certificate is submitted

14. JOINT VENTURE

- It is recognized that bidders may wish to form a Joint Venture to provide the Services.
- A bid in response to this invitation to bid by a Joint Venture shall comply with the following requirements: -
- It shall be signed so as to be legally binding on all Joint Venture members;
- One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the Joint Venture members;
- The lead member shall be the only authorized party to make legal statements, communicate with the JoGEDA and receive instructions for and on behalf of any and all the members of the Joint Venture;
- A copy of the agreement entered into by the Joint Venture members shall be submitted with the bid.
- The lead member must comply with all the requirements of the bid.

15. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

- The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the JoGEDA. In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

16. NO RIGHTS OR CLAIMS

- Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the JoGEDA. The JoGEDA reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- The JoGEDA, nor any of their respective directors, officers, employees, agents, representatives or advisors

will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

17. ACCURACY OF INFORMATION

- The information contained in the invitation to bid has been prepared in good faith. The JoGEDA nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

18. COMPETITION

- Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation, they are encouraged to discuss their position with the competition authorities before submitting a response.
- Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

19. RESERVATION OF RIGHTS

- Without limitation to any other rights of the JoGEDA (whether otherwise reserved in this invitation to bid or under law), the JoGEDA expressly reserves the right to: -
- Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- Reject all responses submitted by bidders and to embark on a new bid process;
- The municipal entity may request the shortlisted bidders to present their proposals to the Bid Committee;
- To verify information provided for references to claim points;
- To disqualify any tender/bidder who misrepresented information to claim point

PART 3

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

The Joe Gqabi Economic Development Agency Supply Chain Management Policy as well as the following conditions shall apply:

- Canvassing of JoGEDA staff will automatically disqualify any tender.
- The tender must be bound and include own documents and all SCM documents and the tender advertisement.
- A Tax Compliance Status (TCS) Pin to be provided on cover page or the tender will not be considered.
- Central Supplier Database (CSD) registration number to be provided on cover page. On appointment, the bidders CSD and professional registration must be valid.
- CIDB (CRS) registration number to be provided on cover page.
- The municipal rates and taxes or municipal charges owed by the preferred bidder, to the municipality or to any other municipality, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing from the local municipality. If a municipal account is not available, a copy of the lease contract with a confirmation letter from the owner of the property that confirms in writing that the rental is paid up to date, or a letter from Revenue Office of your Local Municipality which states that a Bidder does not pay rates and taxes and must indicate Bidders name, CIPC No. and address. Documentation for both companies is required, in case of a JV.
- No faxed documents will be accepted. It is the responsibility of the Bidder to ensure that tenders sent via courier is placed in the Tender Box before the advertised closing date and time.
- An original B-BBEE Verification Certificate or certified copy must be submitted with the bid.
- The successful Bidder will be requested in certain circumstances to enter into a Service Level Agreement.
- Bids which are late, incomplete and unsigned will not be accepted including couriered documents.
- Bids to be completed in ink.
- JoGEDA reserves the right to request minor documents from responsive bidders which will not have an impact on the final award of the tender.
- The JoGEDA reserves the right to withdraw this tender at any time, without prior notice and without liability to compensate and/or reimburse any party.

PART 4

TERMS OF REFERENCE

1. PURPOSE

- 1.1. The Joe Gqabi Economic Development Agency (JoGEDA), a development agency owned by the Joe Gqabi District Municipality (JGDM), hereby invites suitably experienced and skilled developers to respond to the Request for Proposal (RFP) for the Management and Development of Juana Maria three (3) Blocks of Flats located in Maletswai, under the jurisdiction of the Walter Sisulu Local Municipality (WSLM).

2. BRIEF BACKGROUND ABOUT THE PROPERTY

- 2.1. The Juana Maria three (3) Blocks of Flats is an existing residential property comprising approximately 24 residential units in varying condition, with a mix of one- and two-bedroom units. The property is situated at **Erf number 698, Spyker Street, Maletswai**. The property offers an opportunity to upgrade and manage the existing infrastructure to maximize its potential and contribute to Maletswai's socio-economic development.
- 2.2. JoGEDA is seeking to identify capable developer with a proven track record in property management (both financial and operational) and, ideally, experience in residential property development projects. The selected developer will be expected to present innovative and sustainable solutions for the future of the Juana Maria 3 Blocks of Flats.

3. PURPOSE OF THE DOCUMENT

- 3.1. This bid aims to invite the interested suitably qualified, financial capable and experienced developers to respond to the RFP for the management and development of the Juana Maria 3 Blocks of Flats property and enter into a long-term lease agreement with the Joe Gqabi Economic Development Agency (JoGEDA).
- 3.2. JoGEDA is request prospective developers to submit proposal with detailed methodology approach for the management and development of the Juana Maria 3 Blocks of Flats in accordance with the guidelines provided in this RFP. The proposed development is expected to serve as a catalyst for economic growth and urban revitalization within the town of Maletswai.
- 3.3. The proposal submitted should therefore, provide the opportunities for small business and address key socio-economic factors, promoting inclusive growth, job creation, and community empowerment within the local context.

4. SCOPE OF WORK

- 4.1. The successful bidder will be responsible for the overall on-going **management and the development** of the property ensuring efficiency, structural integrity, and compliance with all regulatory requirements.
- 4.2. The project's primary focus shall be the comprehensive development and sustainable management of the property to ensure functionality, compliance, and sustainable occupation, while meeting regulatory and accessibility standards. The development is expected to generate long-term revenue for all parties involved while contributing to the socio-economic development of Maletswai.
- 4.3. The scope of work will include, but not be limited to, the following key activities:

4.3.1. Assessment and Planning Phase: This phase focuses on assessing the existing infrastructure and available land, reviewing available information, and familiarising with the project scope and conditions. Key activities include:

- a) Conducting a detailed site assessment to identify structural, geographical, and logistical risks, and devising mitigation strategies.
- b) Undertaking data review and analysis on demand, occupancy levels, and development requirements.
- c) Engaging stakeholders through continuous consultation, including the Agency and affected residents.
- d) Conducting beneficiary verification and preparing a marketing and communication plan.
- e) Developing a funding plan to support development activities.

4.3.2. Design and Technical Preparation Phase: This phase involves developing the detailed designs, technical documentation, and obtaining necessary statutory approvals to enable development works. Activities include:

- a) Conducting technical assessments, including structural, geotechnical, and environmental reviews of the existing buildings and site.
- b) Preparing development/construction designs that comply with the National Building Regulations, SABS standards, and NHBRC requirements.
- c) Preparing detailed engineering and architectural drawings, foundation strengthening plans, and infrastructure layouts.
- d) Submitting all required approvals and permits, including building plans and compliance documentation.
- e) Updating the marketing and communication plan to reflect the upgraded units and project rollout.
- f) Preparing design, programme of works and progress reports detailing key findings, risks, and mitigation measures.

4.3.3. Implementation and Project Management Phase: This phase covers the execution of the construction works and overall project management through to completion and handover. Core responsibilities include:

- a) Overseeing development of the existing flats in accordance with approved designs and quality standards.
- b) Ensuring all materials and workmanship comply with SABS, NHBRC, and National Building Regulations.
- c) Conducting regular site inspections, progress meetings, and reporting on work status, risks, and quality assurance.
- d) Managing Health, Safety, and Environmental compliance, including monitoring of contractors.

- e) Facilitating stakeholder and beneficiary engagement throughout construction.
- f) Coordinating final inspections, issuing of completion certificates, handover of units, and preparation of close-out reports for project completion.
- g) All relevant Local Authority requirements to be adhered to and relevant permission obtained.

4.3.4. Management of the Juana Maria Property: This phase includes the on-going management of the property to ensure sustainable occupation and on -going revenue generation. The expected outcome is an improved efficiency and effectiveness in the management of the Juana Maria 3 Blocks of Flats and sound financial management and sustainability of the property. The management includes:

a) **Financial Management:**

- a. Rent collection and management (including arrears management).
- b. Budgeting and financial reporting (monthly, quarterly, and annual).
- c. Management of operating expenses (including utilities, rates, and taxes).
- d. Ensuring financial sustainability of the property.
- e. Developing and implementing financial controls and risk management strategies.

b) **Operational Management:**

- a. Tenant management and relations (including lease administration, handling complaints, and enforcing rules).
- b. Property maintenance and repairs (routine and emergency, including preventative maintenance planning).
- c. Security management (including access control, surveillance, and emergency response).
- d. Cleaning and groundskeeping.
- e. Compliance with relevant legislation and regulations (including the Rental Housing Act, Occupational Health and Safety Act, and relevant municipal bylaws).
- f. Insurance management.

c) **Strategic Management:**

- a. Developing and implementing strategies to improve occupancy rates and tenant satisfaction.
- b. Identifying and implementing cost-saving measures without compromising service quality.
- c. Potentially undertaking upgrades and renovations to enhance the property's appeal and functionality.
- d. Developing a long-term asset management plan.

4.4. Bidders must submit a comprehensive proposal outlining their methodological approach to the property's development and management, including a clear concept plan, proposed innovations, and layout. The methodology should detail the construction approach, timelines, compliance with standards, and expected outcomes to ensure improved functionality and efficient use of space.

4.5. Proposals must indicate the type, size, and design of buildings to be developed, including any value-added

features. Submissions should be accompanied by drawings and detailed that are easily understandable.

- 4.6. The proposal shall include a Management & Maintenance Plan outlining strategies for the ongoing operation, upkeep, and long-term sustainability of the property, as well as a Tenant Placement and Occupancy Strategy to ensure optimal tenancy and long-term viability.
- 4.7. The proposal shall also include an Environmental Rehabilitation Plan detailing how the natural environment will be preserved, restored, and enhanced during and after the development process, ensuring sustainability and compliance with applicable regulations.
- 4.8. **The successful bidder will be expected to finance the WHOLE development and is responsible to manage the properties and claw back the investment for the duration of the proposed developmental lease period and this will include the maintenance of the building to standards acceptable to JoGEDA. At the end of this period, the property will be handed over to the municipality with all the relevant information and records.**

5. LAND AND PROPERTIES

The property details pertaining to the bid in question are as outlined hereunder. The Juana Maria 3 Blocks of Flats are situated in Maletswai.

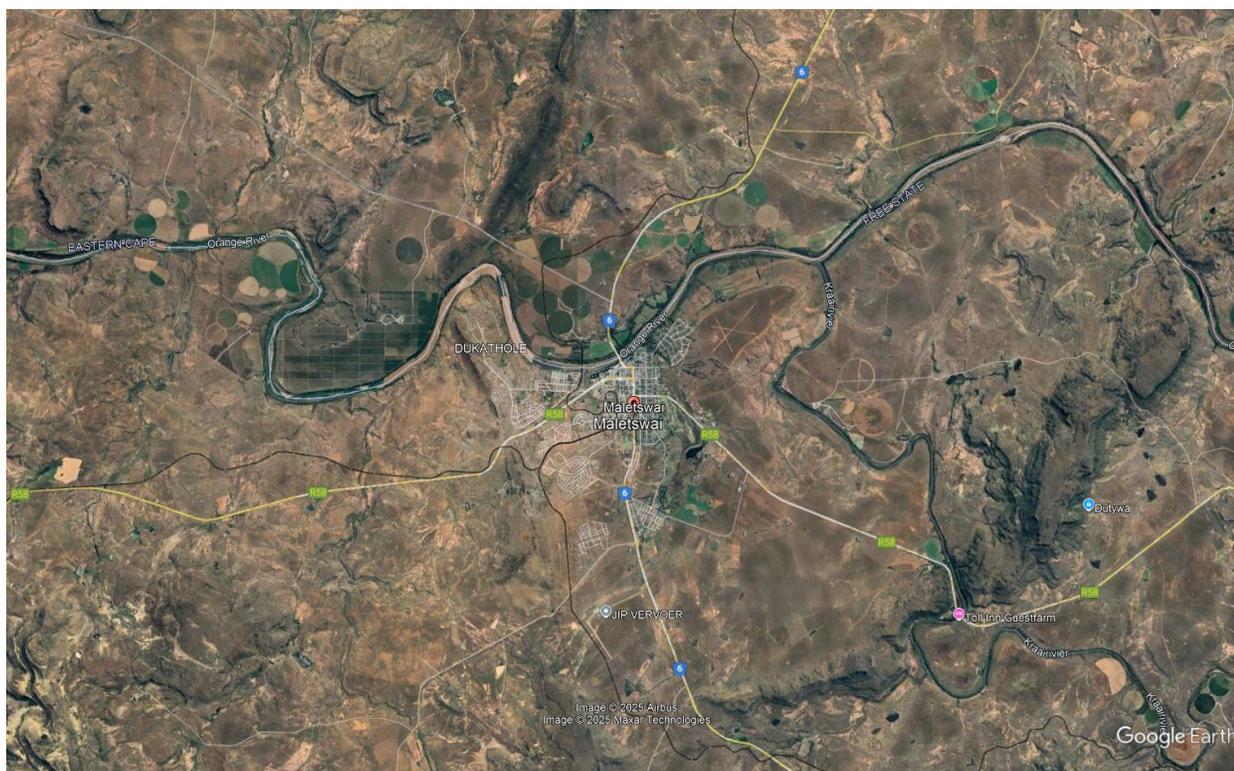


Figure 1: Locality Map – Maletswai (formerly Aliwal North)



Figure 2: Locality Map – Juana Maria 3 Blocks

Table 1: Property Descriptions – Juana Maria 3

Description	Requires	Reference
Entrance	Requires entrance control facilities	5.1.1
Driveway	Requires upgrade (Subjected to bidder's conditional assessment)	5.1.2
Block 1 Flats	Requires upgrade (Subjected to bidder's conditional assessment)	5.1.3
Block 2 Flats	Requires upgrade (Subjected to bidder's conditional assessment)	5.1.4
Block 3 Flats	Requires upgrade (Subjected to bidder's conditional assessment)	5.1.5
Parking Bay	Requires upgrade (Subjected to bidder's conditional assessment)	5.1.6
Recreational Park	Requires upgrade (Subjected to bidder's conditional assessment)	5.1.7
Landscape	Requires upgrade (Subjected to bidder's conditional assessment)	5.1.8
Water & Sanitation Reticulation Network	Requires upgrade (Subjected to bidder's conditional assessment)	
Stormwater Facilities	Requires upgrade (Subjected to bidder's conditional assessment)	
Electrical Network	Requires upgrade (Subjected to bidder's conditional assessment)	
Occupancy Status	Occupied	



5.1.1. Entrance



5.1.2 Parking & Driveway



5.1.3 Block 1



5.1.4 Block 2



5.1.5 Block 3

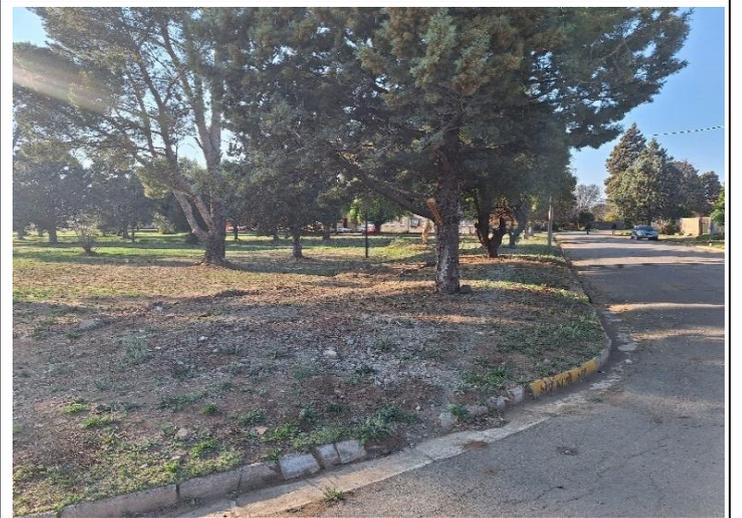


5.1.6 Parking Bay





5.1.7 Recreational Park



5.1.8 Landscape

6. PERFORMANCE MONITING & REPORTING

- 6.1. Delivery periods, where indicated must be adhered to. The bidder will be required to submit mandatory reports to the agency, the frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.
- 6.2. Site inspections will be conducted to monitor compliance with project specifications. JoGEDA reserves the right to terminate the contract due to non-performance.
- 6.3. A Memorandum of Understanding (MoU) will be entered into between JoGEDA and the recommended bidder, setting out the terms and conditions governing the contract. The MoU will clearly define the performance standards, deliverables, and respective responsibilities of each party, as well as the agreed payment percentages applicable to both JoGEDA and WLMS. This agreement will serve as a binding framework to promote accountability, transparency, and effective management of the project's implementation and the ongoing management of the property.

7. SPECIFICATION AND REQUIREMENTS/GUIDELINE FOR SUBMISSION OF PROPOSAL

- 7.1. Interested developers are required to submit a comprehensive proposal that includes, but is not limited to, the information outlined below. All bidders must ensure that their submissions comply with the requirements stipulated in this bid. Incomplete, non-responsive bids, or those not submitted in the prescribed format, will be disqualified.
- 7.2. All prospective bidders are required to submit a comprehensive proposal outlining their methodological approach to the management and development of the Juana Maria three (3) Blocks of Flats. The proposal must address the objectives of this Bid and include, but is not limited the following requirements:

7.2.1. Development Proposal:

- a) Provide a preliminary concept for the development of the Juana Maria 3 Blocks of Flats. This should include potential housing typologies, sustainability considerations, a brief outline of the proposed development process, and a preliminary assessment of potential challenges and mitigation strategies.
- b) The bidder must provide a comprehensive methodology detailing their approach to the development of the flats, covering planning, design, construction, timelines, and quality control. The methodology should demonstrate effective project management, compliance with building standards, and clear outcomes to ensure successful project delivery.
- c) Provide the Project Management and Work Plan Approach for all project life cycle (Inception Planning, Execution, Close-out Phases).
- d) Specify the proposed project team, experience and their roles in the project. For each proposed member indicated:
 - Member's name and professional affiliation (where applicable);
 - Each member's role in the project;
 - Brief description of the individual's qualifications and experience;
- e) Provide a brief Health and safety plan on how to the health and safety will be enforced and adhered

to during construction.

7.2.2. **Management Proposal:**

- a) Demonstrate the ability to manage and maintain the property during the lease period.
- b) The bidder is requested to include in their management proposal a detailed approach to the financial management of the property, outlining measures to ensure its long-term sustainability and efficient operation. The proposal should cover strategies for rent collection and arrears management.
- c) The bidder should also demonstrate how operating expense such as utilities, rates, and taxes will be effectively managed to ensure cost efficiency.
- d) Additionally, the bidder must outline the financial controls and risk management strategies that will be implemented to safeguard the property's financial sustainability.
- e) The proposed term of the lease agreement for the development and the management.
- f) proposed handover approach of infrastructure post the conclusion of the long-term lease or proposal to consider extension of the lease for a further period.

7.2.3. **Stakeholder Management/Social Facilitation Proposal:**

- a) The prospective bidder is requested to include in their proposal a detailed Social Facilitation Plan and Stakeholder Management Plan to support the successful implementation of the development project. The plan should outline strategies for engaging and communicating with all affected stakeholders, including existing tenants, local communities, and relevant authorities.
- b) The bidder is also requested to include in their proposal a comprehensive Relocation and Social Facilitation Plan for the existing tenants affected by the development. The plan should outline strategies for stakeholder engagement, communication, and consultation to ensure that all tenants are well-informed and supported throughout the relocation process.
- c) Furthermore, the proposal must demonstrate how the bidder will ensure fairness, transparency, and minimal disruption to tenants while fostering community cooperation and social cohesion during the development process.

7.2.4. **Financial Proposal:**

- a) The bidder should include in their methodology an investment strategy, business model and budgets, term of the lease agreement for the property.
- b) The bidder is required to include in their proposal a funding model that aligns with the objectives and financial requirements of the development project. The funding model must also address risk allocation, mitigation strategies, and contingency measures to ensure the project's successful implementation and long-term financial stability.
- c) Bidders should include a summary of the company's financial standing, including recent financial statements (audited if available) for the past three years, or other evidence of financial stability and capacity to undertake the proposed work.

- d) Bidder must submit a comprehensive and detailed breakdown of the financial model for development. The detailed financial model must be comprehensive. There must be NO hidden costs.
- e) Include all costs and each and every cost item must be clearly identified and defined. Provide us with the proposed lease figure, fixed rental increase rate per annum, rental per month and occupancy rate.
- f) Bidders must submit a detailed financial model including projected revenue, ROI, and payback period. While preferential points will be awarded based on total generated revenue over the lease term, ROI and payback period should also be provided to demonstrate financial feasibility and investment sustainability.
- g) The lease agreement shall be structured to allow the developer to recover costs and earn profit within the lease term, after which the property and improvements shall remain under JoGEDA's control.
- h) A revenue-sharing mechanism will be implemented and agreed upon with both parties to ensure continued benefits to JoGEDA throughout the lease term.
- i) The financial model must include, at a minimum, the following components:

Financial Models shown below.

Annual Income & generated revenue	
Rental Income	R
Other Income	R
Gross Income	R
Less Expenses	
Water & electric	R
Rates & taxes	R
Security	R
Insurance	R
Maintenance	R
Lease Rental	R
Other expenses	R
Total Annual generated Revenue	R

Financial Model for Development of Juana Maria Flats	
Proposed Investment	R
Monthly generated revenue	R
Annual generated revenue	R
Proposed Escalation rate @.....% (once per annum)	%
Proposed lease period in years	Yrs
Total generated revenue over Lease period	R
Partnership share	%

- j) Bidders are required to provide Return on Investment (ROI %), calculated as the total net revenue over the lease period divided by the proposed investment, and the Payback / Return Period (years), which estimates the time required for the total net revenue to equal the initial investment.
- k) **Total generated revenue** over the lease period will be used as the basis for awarding preferential points.

8. TERMS AND CONDITIONS OF APPOINTEMENT

- 8.1 The Joe Gqabi Development Economic Agency reserves the right not to appoint any of the bidders.
- 8.2 Joe Gqabi Development Economic Agency reserves the right to cancel this RFP and pursue an alternative course of action at any time without incurring any liability towards any bidder.
- 8.3 Bidders are advised that their submissions will not automatically give rise to any contractual obligations on the part of JoGEDA.
- 8.4 RFP submitted by electronic transmission or faxed will not be accepted.
- 8.5 Late and incomplete applications will not be accepted.
- 8.6 Receipt by the JoGEDA of the bidder's response shall not in any manner whatsoever oblige JoGEDA to enter into any negotiations or to enter into any contract with the bidder.
- 8.7 The service provider must be registered as a service provider on the Central Supplier Database (CSD).
- 8.8 Service providers must submit a valid Tax Clearance Certificate or SARS Pin.
- 8.9 Bidders are required to submit proof of address in one of the following forms:
 - a) Municipal account not later than 90 days
 - b) Municipal clearance certificate
 - c) Lease agreement and sworn affidavit confirming lease agreement
 - d) Proof of address from ward councillor or municipality and sworn affidavit (Village resident only).
- 8.10 No services shall be rendered before an official JoGEDA letter of appointment has been offered and accepted.
- 8.11 JoGEDA may request written clarification or further information regarding any aspect of documents submitted. Service providers must supply such requested information in writing within the stipulated timeframe after the request has been made, or their bid may be disqualified.
- 8.12 Any Bidder:
 - a. having a conflict of interest in respect of the transaction for which the response is submitted or in the service of the state; and/or
 - b. having been convicted for fraud or corruption within a five-year period prior to the submission of its response; and/or
 - c. who has willingly fully neglected, reneged on or has failed to comply with a government or local government contract within a five-year period of the submission of its response; and/or
 - d. has outstanding tax obligations to the South African Revenue Services in respect of which arrangements have not been made; and/or

- e. is in arrear in respect of charges payable to the Municipalities in terms of Section 118 of the Municipal Systems Act and has failed to make suitable arrangements to settle such arrears; will be disqualified.
- 8.13 Any costs and/or expenses incurred by any bidder in submitting its response shall be for the exclusive account of the bidder and that JoGEDA shall not be liable in this respect whatsoever.
- 8.14 The bidder acknowledges and agrees that it shall have no claim or claims whatsoever against the JoGEDA, including claims for damages whether direct, indirect or consequential, arising from and/or pursuant to and/or in relation to the submission by the bidder of its response pursuant to the bidder having been invited to submit same in terms of this documentation.
- 8.15 The JoGEDA shall be entitled to list a bidder as an accredited professional service provider in respect of the discipline/s applied for and to maintain such listing for as long as the bidder complies with the pre-qualification criteria herein contained.
- 8.16 The bidder acknowledges that this invitation for it to submit a response to JoGEDA as constituted by this document, does not confer on the Bidder any legal right or entitlement or legitimate expectation in relation to the JoGEDA and the Bidder acknowledges that this invitation similarly does not impose or create any obligation on the JoGEDA to be discharged in favour of the Bidder.

• N.B: Completion of the returnable relevant MBD forms is mandatory and failure to do so will render the RFP application invalid. These forms must be completed in full on the original and must be signed.

9. OBTAINING BID DOCUMENTS

- 9.1 Bid documents will be available only on the JoGEDA website at www.jogeda.co.za and e-Tender portal at www.etenders.gov.za.

10. LATE BIDS

- 10.1 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).
- All dates and times in this bid are South African standard time. Any time or date in this bid is subject to change at JOGEDA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of JOGEDA 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 JOGEDA extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

11. AWARDING OF BID

The bid will be awarded to the bidder who is responsive in terms of compliance, functionality, and the preference points system, with JoGEDA intending to award the contract to the bidder offering the highest revenue generation.

12. **RESPONSE FORMAT (SUBMISSION OF BIDS)**

- 12.1. The bids must be submitted in the prescribed format. Standard bidding documents attached with terms of reference should be filled in (not re-typed).
- 12.2. The bidders are required to submit One (1) copy in total, consisting of (1) hard copy only
- 12.3. Service providers are required to submit all the above in one envelope if submission is via courier services.
- 12.4. Cover Page must clearly indicate the bid reference number, description and the service provider name.
- 12.5. The documents below must be completed and submitted with the bid (Failure to comply with this requirement will result in your bid being disqualified)
- 12.6. The use of Tipex is prohibited.

13. **PRESENTATION/DEMONSTRATION**

Bidders are hereby informed that no presentations or demonstrations will be conducted as part of the evaluation or adjudication process.

14. **COUNTER CONDITIONS**

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.

15. **BRIEFING SESSIONS**

A virtual non-compulsory briefing session will be held on **27 March 2026 at 11AM**. Please follow the link below:

<https://teams.microsoft.com/meet/34401325537515?p=Kj9Fkw065FBR7I2Ma5>

16. **ENQUIRIES**

- 16.1. Enquiries may be directed to: Supply Chain Management. Only written queries will be replied to for record purposes, all queries to be forwarded to email: scmjogeda@jogeda.co.za
- 16.2. The queries shall be responded to within 3 working days.
- 16.3. Queries received after the **15 April 2026** shall not be responded to.
- 16.4. JoGEDA will endeavour to inform bidders of the progress until conclusion of the tender.

17. **DUE DILIGENCE**

JoGEDA reserves the right to conduct due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

18. PROJECT DURATION

- 18.1. The duration of the contract, including the detailed project timeline for the development, will be mutually agreed upon by JoGEDA and the recommended bidder prior to commencement of the project. The agreed timeframe will outline key milestones, deliverables, and completion dates to ensure effective project planning, monitoring, and timely delivery of the required outputs.
- 18.2. The project duration will be clearly stipulated in the Memorandum of Understanding (MoU), which will be duly signed by JoGEDA and the recommended bidder. This document will serve as the formal agreement outlining the terms, responsibilities, and timelines governing the implementation of the project.

19. SELECTION EVALUATION CRITERIA

- 19.1. The following selection process will be followed:
 - a) Pre-qualification requirements
 - b) Functionality
 - c) Preferential Points System
- 19.2 All bids that comply with the Pre-qualification requirements will be evaluated further for functionality as per score card of the bid.
- 19.3 Bids will only be evaluated on the following criteria and bids that score less than **80 out of 100** points will be considered as not responsive: Only those bidders that pass the minimum threshold of **80** points will be evaluated further.
- 19.4 All bids will be evaluated as per the following criteria:

19.4.1 **Pre-Qualification Requirements.**

All submitted bids will be evaluated for prequalification and failure to comply with below mentioned instruction will lead to a disqualification. For compliance purposes only fully completed and signed documents will be considered.

No.	Item/description	Yes/No
1	POPIA Compliance (Signed and Initialized on each page)	
2	Invitation to Bid (MBD 1)	
3	Tax Clearance Certificate (SARS PIN) (MBD 2)	
4.	Declaration of Interest (MBD 4)	
5	Preference Points Claim Forms (MBD 6.1)	
6.	Past Supply Chain Practices (MBD 8)	
7.	Certificate of Independent Bid Declaration (MBD 9)	
8.	Company profiles-Historical Business Experience with inclusion of similar projects.	
9.	Company resource CV's & supporting documents	
10.	*Active registration with CIDB Grade 8 CE	
11.	*Certified valid NHBRC Certificate	
12.	Letter from the registered financial institution expressing intent in funding the proposed investment	
13.	Audited Annual Financial Statements	
14.	Project Methodology/Development Plan	
13.	Authority to sign a bid (Signed and initialized)	
14.	*General Condition of Contracts	
15.	*Terms of references	
16.	*Certified copy of BEE Certificate OR affidavit	
17.	Company Registration documents & Directors ID documents	
18.	JV or Consortium Agreement where applicable must be attached	
19.	Proof of Adress; Bidder needs to submit one of the following <ul style="list-style-type: none"> • Municipal account not later than 90 days • Municipal Clearance certificate or • Lease agreement or and sworn affidavit confirming lease agreement or • Proof of address and sworn affidavit from councillor for village residents only 	

NB *(A bid will not be disqualified from the bidding process)

19.4.2 Functionality evaluation criteria:

NB: The bidder must obtain the minimum points required in each criterion tabled below, failure to do so the bid will be declared non-responsive.

RESPONSIVE CRITERIA DESCRIPTION	EVIDENCE	SCORE (Max)	SCORE (Min)
<p>Applicable Experience in property development (e.g. construction or major upgrade or convention of buildings or any other building development):</p> <p>The bidder or their nominated contractor must demonstrate practical experience in executing similar development.</p> <p>Points will be allocated based on proof of past and proven experience in similar development in past 5 years.</p> <ul style="list-style-type: none"> • 3 completed relevant projects = 25 points • 2 completed relevant projects = 15 points • 1 completed relevant project = 5 points • 0 completed relevant project = 0 points <p>(Refer to Annexure E)</p>	<p>(a) Company profile with the list of completed developments with project timelines & project values and,</p> <p>(b) Relevant Completion Certificates must be signed and stamped by client or</p> <p>(c) Reference form that are company stamped and signed by client or</p> <p>(d) Reference letters that are company stamped and signed by client with clear completed similar projects details or</p> <p>(e) Occupancy Certificate if the Developer is the property owner.</p>	25 Points	15 Points
<p>Compilation of supporting services Team</p> <p>The bidder must compile a list of the proposed qualified supporting services team, with a relevant qualification and at least three (3) years' relevant working experience, to be deployed for the project.</p> <p>The team shall comprise the following key professionals:</p> <ul style="list-style-type: none"> • Estate Agent= 5 Points • Conveyancer (Attorney)= 5 Points • Social Facilitator =5 Points • Environmental Specialist = 5 Points • Occupational Health and Safety (OHS) Agent = 5 Points <p>(Refer to Annexure F)</p>	<p>(f) Attach 3-page CV and,</p> <p>(g) Certified copy of qualification</p>	25 Points	25 points

RESPONSIVE CRITERIA DESCRIPTION	EVIDENCE	SCORE (Max)	SCORE (Min)
<p>Financial Viability:</p> <p>a) The bidder to submit the Reviewed or Audited Financial Statement with 5 million turnovers.</p> <p>Points will be allocated based on the submitted Financial Statement.</p> <ul style="list-style-type: none"> • Submission of reviewed or Audited Financial Statement for the past one year with 5 million turnovers =20 • Submission of reviewed or Audited Financial Statement for the past one year with R3 million turnover =15 • Submission of reviewed or Audited Financial Statement for the past one year with R2 million turnover =10 	(h) Reviewed or Audited Financial Statement	20 Points	10 points
<p>b) The bidder to submit the proof that they are able to raise the debt and equity.</p> <p>Points will be allocated based on the bidder's demonstrated ability to raise debt or equity funding equal to or greater than the proposed initial investment for redevelopment.</p> <p>(Refer to Annexure G)</p>	(i) Letter from the registered financial institution expressing intent in funding the proposed investment or Bank confirmation letter.	20 Points	20 Points
<p>Methodology Approach:</p> <p>The bidder must provide a comprehensive methodology detailing their approach to the management and development of the Juana Maria flats. Points will be allocated based on the submitted proposal covering the following methodology approach:</p> <ul style="list-style-type: none"> • Development Proposal= 2.5 points • Management Proposal = 2.5 points • Stakeholder management/Social facilitation Proposal = 2.5 points • Financial Proposal = 2.5 points <p>(Refer to Annexure H)</p>	(j)A Detailed Proposal covering all the required methodology approach	10 Points	10 Points
TOTAL MAXIMUM NUMBER OF POINTS:		100 Points	80 Points

19.4.3 Preference Points (price evaluation)

Preference points for this bid shall be awarded for price and the specific goals. The maximum points for this bid are allocated as follows:

Criteria	Points – Bids under R 50 million	Points – Bids over R 50 million
Price	80	90
Specific goal	20	10
TOTAL POINTS	100	100

- a) Points awarded for revenue will be based on the 80/20 or 90/10 Preferential Point System, depending on whether the highest total generated revenue over the lease period, as reflected in the submitted financial Model is above or below R50 million, in accordance with PPPFA Circular 01 of 2021/22.
- b) 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.
- c) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for Specific goals.
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goals, the successful bid must be the one scoring the highest score for functionality.
- e) The bidder obtaining the highest number of total points will be awarded the contract.
- f) Points scored will be rounded off to the nearest 2 decimal places.
- g) Bidders are responsible for ensuring that all calculations in their submitted pricing schedules are accurate.
- h) In the event that an arithmetic error is identified on the commercial offer, the bidder will be contacted to verify and confirm their submitted prices. No price evaluation will proceed until the bidder's confirmation has been received. This process ensures that all bid amounts are accurate and reflective of the bidder's intended submission, thereby maintaining fairness, transparency, and integrity in the evaluation process.

PART 5

ANNEXURE A-R

FAILURE TO COMPLETE ALL RELEVANT FORMS WILL LEAD TO YOUR BID BEING REJECTED

ANNEXURE A

POPIA COMPLIANCE

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF INFORMATION ACT, 4 OF 2013 (POPIA), FOR STAKEHOLDERS EXTERNAL TO THE JOGEDA

2. INTRODUCTION

The Protection of Personal Information Act, 4 of 2013, (POPIA) regulates and controls the collection, storage, use, transfer, and processing of a person's (in some instances a juristic person's) Personal Information. In terms of the POPI Act, the Joe Gqabi Economic Development Agency (JoGEDA) has a legal duty to process a person's Personal Information in a lawful, legitimate and responsible manner.

The JoGEDA does and will from time-to-time process Personal Information. In terms of POPIA all persons, including any JoGEDA employee and/or partner who collects, manages, processes, transfers, stores and/or retains such Personal Information, whether held under a document, recording or in any other format, has a responsibility to process such information in accordance with the provisions under POPIA. In order to discharge this duty, the JoGEDA as the responsible party requires your express and informed permission to process your Personal Information for the purpose of procurement activities.

3. DEFINITIONS

- Take note of the following definitions which will be used throughout this document, and which are used in the POPIA.
- **"biometrics"** means a technique of personal identification that is based on physical, physiological, or behavioral characterization including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;
- **"child"** means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him- or herself;
- **"competent person"** means any person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child;
- **"consent"** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of Personal Information;
- **"Data subject"** means the person to whom Personal Information relates;
- **"operator"** means a person who processes Personal Information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;
- **"person"** means a natural person or a juristic person

- **“Personal Information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—
 - a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - b) information relating to the education or the medical, financial, criminal or employment history of the person;
 - c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
 - d) the biometric information of the person;
 - e) the personal opinions, views, or preferences of the person;
 - f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - g) the views or opinions of another individual about the person; and
 - h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.

- **“processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal Information, including—
 - a) the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - b) dissemination by means of transmission, distribution or making available in any other form; or
 - c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

- **“record”** means any recorded information—regardless of form or medium, including any of the following: information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information reproduced, recorded or stored;
 - a) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
 - b) book, map, plan, graph or drawing;
 - c) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
 - d) in the possession or under the control of a responsible party;
 - e) whether or not it was created by a responsible party; and
 - f) regardless of when it came into existence;

Examples of Personal Information include

- A person's name and address (postal and email)
- Date of birth
- Statements of fact (factual statements)
- Any expression or opinion communicated about an individual
- Minutes of meetings, reports
- Emails, file notes, handwritten notes, sticky notes
- Photographs and virtual meeting and CCTV footage if an individual can be identified by the footage
- Employment and student applications
- Spreadsheets and/or databases with any list of people set up by code or student/staff
- Employment number
- Employment or education history
- Special Personal Information Includes:
- Any information relating to an individual:
- Ethnicity
- Gender
- Religious or other beliefs
- Political opinions
- Membership of a trade union
- Sexual orientation
- Medical history
- Offences committed or alleged to have been committed by that individual
- Biometric details
- Children's details

"Responsible party" means a public or private body or any other person who, alone or in conjunction with others determines the purpose of and means for processing personal information.

4. PURPOSE FOR THE COLLECTION

- 3.1 The purpose for the collection of your Personal Information and the reason why JoGEDA requires your Personal Information is to enable JoGEDA to:
- 3.1.1 comply with lawful obligations, including all applicable labour, tax and financial legislation and/or the B-BBEE laws;
 - 3.1.2 to give effect to a contractual relationship as between you and JoGEDA and in order to ensure the correct administration of the relationship;
 - 3.1.3 for operational reasons including the conducting of research;
 - 3.1.4 to protect the legitimate interests of JoGEDA, yourself or a third party;
- All Personal Information which you provide to JoGEDA will only be used for the purposes for which it is collected

5. CONSEQUENCES OF WITHOLDING CONSENT OR PERSONAL INFORMATION

- 4.1 Should you refuse to provide JoGEDA with your Personal Information which is required by JOGEDA for the purposes indicated above, and the required consent to process the aforementioned Personal Information, then JoGEDA will be unable to engage with you or enter into an agreement or relationship with you.

6. STORAGE AND RETENTION AND DESTRUCTION OF INFORMATION

- 5.1 All Personal Information which you provide to JoGEDA will be held and/or stored securely and held for the purpose for which it was collected, as reflected above.
- 5.2 Your Personal Information will be stored electronically in a centralised data base, which, for operational reasons, will be accessible to authorised persons within JoGEDA.
- 5.3 Where appropriate, some information may be retained in hard copy.
- 5.4 In either event, storage will be secure and audited regularly regarding the safety and the security of the information.
- 5.5 Once your Personal Information is no longer required due to the fact that the purpose for which the information was held has expired, such Personal Information will be safely and securely archived for a period of 5 years or longer, especially should this be required by any other law applicable in South Africa. Thereafter, all your Personal Information will be permanently destroyed.

7. ACCESS BY OTHERS

- The JoGEDA may from time to time have to disclose your Personal Information to other parties, and entities regulators and/or governmental officials but such disclosure will always be subject to an agreement which will be concluded between JoGEDA and the party to whom it is disclosing your Personal Information, which contractually obliges the recipient of the Personal Information to comply with strict confidentiality and data security conditions.

8. RIGHT TO OBJECT

- In terms of section 11(3) of POPIA you have the right to object in the prescribed manner to JoGEDA processing your Personal Information. On receipt of your objection JoGEDA will place a hold on any further processing until the cause of the objection has been resolved.

9. ACCURACY OF INFORMATION AND ONUS

- POPIA requires that all your Personal Information and related details, as supplied are complete, accurate and up to date. Whilst JOGEDA will always use its best endeavours to ensure that your Personal
- Information is reliable, it will be your responsibility to advise JOGEDA of any changes to your Personal Information, as and when these may occur.

10. ACCESS TO THE INFORMATION BY THE DATA SUBJECT

- You have the right at any time to ask the JoGEDA to provide you with the details of any of your Personal Information which the JoGEDA holds on your behalf; and the details as to what JoGEDA has done with that Personal Information, Provided that such request is made using the standard section 51 PAIA process, which procedure can be accessed by downloading and completing the standard request for information form, housed under section 51 of the PAIA Manuals which can be found on our website.

11. COMPLAINTS

- You have the right to address any complaints regarding the processing of your Personal Information to the JoGEDASCM Officer at scmjogeda@jogeda.co.za or you may approach to the Information

12. DECLARATION AND INFORMED CONSENT

- I declare that all Personal Information supplied to JoGEDA is accurate, up to date, is not misleading and that it is complete in all respects. I undertake to immediately advise JoGEDA of any changes to my Personal Information should any of these details change. By providing JoGEDA with my Personal Information, I consent and give the JoGEDA permission to process and further process my Personal Information as and where required and acknowledge that I understand the purposes for which it is required and for which it will be used.

Sign: _____ Date: _____

ANNEXURE B

AUTHORITY TO SIGN THE BID

A. COMPANIES

If a Service provider 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 authorized 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.....(PRINTNAME).....

SIGNATURE OF SIGNATORY: DATE:

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

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

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 authoriseto 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. By resolution of members at a
meeting on

..... 20..... at

Mr./Ms....., whose signature appears below, has been
authorized 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: DATE:.....

WITNESSES: 1..... **DATE:**

WITNESSES : 2 **DATE:**.....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the BID, together with the resolution by its members authoring a member or other official of the co-operative to sign the BID documents on their behalf. By resolution of members at a meeting on20 at.....
Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this BID on behalf of (Name of cooperative)

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS: **DATE:**

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1 DATE:.....

WITNESSES: 2 DATE:.....

F. JOINT VENTURE

If a Service provider is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign 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 joint venture must be submitted with this BID, before the closing time and date of the BID.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr./Mrs.....,Mr./Mrs.

Mr./Mrs.....and Mr./Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this BID on behalf of: (Name of Joint Venture).....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME) (PRINT NAME)

SIGNATURE:..... DATE:.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME)(PRINT NAME)

SIGNATURE:..... DATE:.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME) (PRINT NAME)

SIGNATURE:..... DATE:.....

G. CONSORTIUM

If a Service provider is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign 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 consortium must be submitted with this BID, before the closing time and date of the BID.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr./Mrs..... (whose signature appear below) have been duly authorised to sign all documents in connection with this BID on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... DATE:.....

FAILURE TO COMPLY WITH THE FOLLOWING ABOVE MENTIONED INSTRUCTIONS MAY LEAD TO YOUR PROPOSAL BEING REJECTED AUTHORITY TO SIGN A BID

ANNEXURE C

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders;
- (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 (GCC) will form part of all bid documents and may not be
- 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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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21. Delays in the supplier's performance
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23. Termination for default
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

The following terms shall be interpreted as indicated:

1 Definitions

- 1.1 "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 anything 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 subservice providers) 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 about, 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 ancillaries 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 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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from 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 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 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
 - 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 Service Provider 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 is 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 analysed 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
- 9.3 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

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:

14.1 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

14.2 in the event of termination of production of the spare parts:

- Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 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 in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 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.
- 15.5 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 fulfilment 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 Increase/ Decrease of quantity

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted if there is no escalation in price.

19 Contract Amendments

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

20 Assignment

- 20.1 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.

21 Subcontracts

- 21.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

22 Delays in the supplier's performance

- 22.1 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.
- 22.2 If at any time during performance of the contract, the supplier or its subservice provider(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. 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.
- 22.3 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.
- 22.4 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 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

23 Penalties

- 23.1 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.

24 Termination for default

- 24.1 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:
- 24.2 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;
- 24.3 if the Supplier fails to perform any other obligation(s) under the contract; or
- 24.4 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.5 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.

25 Anti-dumping and countervailing duties and rights

- 25.1 When, after the date of bid, provisional payments are required, or antidumping 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 Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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

26 Force Majeure

- 26.1 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.
- 26.2 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
- 26.3 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.

27 Termination for insolvency

- 27.1 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.

28 Settlement of Disputes

- 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.
- 28.6 Except in cases of criminal negligence or wilful 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
 - 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 Governing Language

- 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.

33 Prohibition of Restrictive practices

- 33.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 33.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 33.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the valid SARS PIN on the space provided on the cover page as it appears on the company's Tax Clearance Certificate documents.

ANNEXURE E

COMPANY EXPERIENCE IN PROPERTY DEVELOPMENT

The bidder or their nominated contractor must demonstrate practical experience in executing similar development.

Points will be allocated based on proof of past and proven experience in similar development in past 5 years.

- (a) Company profile with the list of completed developments with project timelines & project values **and**,
- (b) Relevant Completion Certificates that must be signed and stamped by client **or**
- (c) Reference form that are company stamped and signed by client **or**
- (d) Reference letters that are company stamped and signed by client with clear completed similar projects details **or**
- (e) Occupancy Certificate if the developer owns the property.

FIRM'S EXPERIENCE

The Bidder shall provide details of his relevant experience on similar scale projects above implemented in the past 5 years. In support bidders are to complete the "Project Experience" schedule below and attach thereto Completion Certificates or Reference letters or Reference form **(Must be stamped and signed by client)**.

Criteria	Contract description	Value of Contract	Contract Period	References	
				Client	Contact person and number
Relevant property development (e.g. construction or major upgrade or convention of buildings or any other building development) to be listed. <i>(Bidder to issue company profile with list of completed developments with project timelines & project values and relevant completion certificate or reference forms or reference letters or Occupancy Certificate)</i>	1.				
	2.				
	3.				

.....
Signature of the Bidder

.....
Date

REFERENCE FORM - PROJECT 1

Project title:	
Bid/Quote no:	

NOTE: This returnable document must be completed by the person who was the principal agent on infrastructure projects that was completed successfully by the Bidder.

I, _____ (name and surname) of _____ (company name) declare that I was the principal agent on the following building construction project successfully executed by _____ (name of Bidder):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor	Poor	Fair	Good	Excellent
	1	2	3	4	5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc.					

B. Would you consider / recommend this Bidder again:

YES		NO	
-----	--	----	--

C. Any other comments: _____

D. My contact details are: Telephone: _____ Cellphone: _____ -mail: _____

Thus, signed at _____ on this _____ day of _____

Signature of principal agent



Signature of Bidder

Name of Bidder

Date

REFERENCE FORM - PROJECT 2

Project title:	
Bid/Quote no:	

NOTE: This returnable document must be completed by the person who was the principal agent on infrastructure projects that was completed successfully by the Bidder.

I, _____ (name and surname) of _____ (company name) declare that I was the principal agent on the following building construction project successfully executed by _____ (name of Bidder):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

B. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor	Poor	Fair	Good	Excellent
	1	2	3	4	5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc.					

B. Would you consider / recommend this Bidder again:

YES		NO	
-----	--	----	--

C. Any other comments: _____

D. My contact details are: Telephone: _____ Cellphone: _____ -mail: _____

Thus, signed at _____ on this _____ day of _____

Signature of principal agent



Signature of Bidder

Name of Bidder

Date

REFERENCE FORM - PROJECT 3

Project title:	
Bid/Quote no:	

NOTE: This returnable document must be completed by the person who was the principal agent on infrastructure projects that was completed successfully by the Bidder.

I, _____ (name and surname) of _____ (company name) declare that I was the principal agent on the following building construction project successfully executed by _____ (name of Bidder):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor	Poor	Fair	Good	Excellent
	1	2	3	4	5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc.					

B. Would you consider / recommend this Bidder again:

YES		NO	
-----	--	----	--

C. Any other comments: _____

D. My contact details are: Telephone: _____ Cellphone: _____ -mail: _____

Thus, signed at _____ on this _____ day of _____

Signature of principal agent



Signature of Bidder

Name of Bidder

Date

ANNEXURE F

COMPILATION OF SUPPORTING SERVICES TEAM

The bidder must compile a list of the proposed qualified **supporting services team**, with a relevant qualification and at least **three (3) years'** relevant working experience, to be deployed for the project.

- a) Three (3) -Page CV and,
- b) Certified copy of qualification.

Compilation of supporting services Team

The bidder must compile a list of the proposed qualified **supporting services team**, with a relevant qualification and at least **three (3) years'** relevant working experience, to be deployed for the project.

The team shall comprise the following key professionals

No.	Support Service	Work Experience	Qualifications
1.	Estate Agent		
2.	Conveyancer (Attorney)		
3.	Social Facilitator		
4.	Environmental Specialist		
5.	Occupational Health and Safety (OHS) Agent		

.....
Signature of the Bidder

.....
Date

ANNEXURE G

Company's Financial Viability

- Attach the Reviewed or Audited Financial Statement with a 5 million turnover.
- Attach proof that they are able to raise the debt and equity. This may include a letter of intent from a financial institution expressing intent in funding the proposed investment, or a bank confirmation letter verifying financial capacity.

ANNEXURE H

Methodology Approach:

The bidder must provide a comprehensive methodology detailing their approach to the management and development of the Juana Maria flats. Points will be allocated based on the submitted proposal covering the following methodology approach:

- Development Proposal - A comprehensive project development proposal = 2.5 points
- Management Proposal - A detailed methodological approach describing how the services outlined in the proposal will be managed = 2.5 points
- Stakeholder management/Social facilitation Proposal – A detailed approach on stakeholder management/Social facilitation = 2.5 points
- Financial Proposal - A detailed methodological approach describing the financial proposal as set out in the proposal = 2.5 points

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1. Full Name of bidder or his or her representative:.....
 - 3.2. Identity Number:
 - 3.3. Position occupied in the Company (director, trustee, Shareholder²):.....
 - 3.4. Company Registration Number:
 - 3.5. Tax Reference Number:.....
 - 3.6. VAT Registration Number:
 - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state?

YES	NO
-----	----

3.8.1 If yes, furnish particulars.

¹MSCM Regulations: “in the service of the state” means to be –

- (a) a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? 3.9.1. If yes, furnish particulars.....

YES	NO
-----	----

3.9 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

.....

YES	NO
-----	----

3.9.1. If yes, furnish particulars.

3.9 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.9.1. If yes, furnish particulars

3.10 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

3.10.1. If yes, furnish particulars.

3.11 Are any spouse, child or parent of the company's directors trustees, managers, principleshareholders or stakeholders in service of the state?

YES	NO
-----	----

3.11.1. If yes, furnish particulars.....

3.12 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES	NO
-----	----

3.14.1 If yes, furnish particulars:.....

2 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

DECLARATION

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

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

STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

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

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

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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	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:

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

For adjudication purposes, the Highest Acceptable Tender/Bid will be evaluated as follows:

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

The specific goals allocated points in terms of this tender	Allocation of the 20 points in terms of the 80/20 system	Required proof for specific goals claimed	Tenderer
Black owned enterprise (51% and above)	5	Detailed CSD report demonstrating ethnic group.	
Enterprise located within the Joe Gqabi District Municipality area (10 points)	10	<ul style="list-style-type: none"> - Municipal account not later than 90 days; - Municipal Clearance certificate; or - lease agreement and sworn affidavit confirming lease agreement; or - proof of address and sworn affidavit from Councillor for village residents only 	
Enterprise owned by majority black women	2	Detailed CSD report / Certified copy of CIPC demonstrating directorship	
Enterprise owned by majority black youth	2	Detailed CSD report / Certified copy of CIPC demonstrating black youth ownership	
Enterprise owned by majority black disabled person(s)	1	Proof from Registered Medical Practitioner / SARS exemption (ITR-DD Form)/CSD detailed Report	

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 improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	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>audialterampartem</i> rule was applied). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes	No
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	No
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	No
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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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: _____ (Name of Bidder)

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

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
1. 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.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
3. 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.
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.
5. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

ANNEXURE M

PROOF OF RESIDENCE

Please bring one of the following

- Municipal account not later than 90 days;
- Municipal Clearance certificate
- lease agreement and sworn affidavit confirming lease agreement
- proof of address from Councillor and sworn affidavit (village residents only)

SWORN AFFIDAVIT

FULL NAME AND SURNAME																					
NAME OF THE COMPANY																					
RESIDENTIAL ADDRESS																					
ID NUMBER OF THE DIRECTOR	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
CONTACT NUMBER																					
COMPANY ADDRESS																					
WORK CONTACT NUMBER																					

State under the oath _____

I know and understand the contents of this declaration.
 I have no objections on taking the prescribed oath.
 I consider the prescribed oath to be binding on my conscience.

.....
DEPONENT SIGNATURE

I certify that the above statement was taken by me and that the deponent has acknowledge that he /she knows and understand the contexts of this statement. This statement was sworn to before me and the deponent’s signature was placed thereon in my presence at _____ (Place)
 on _____ (Day) _____ (Month) _____ (Year) _____ (Time) _____

.....
COMMISSIONER OF OATH

<p>Insert SAPS / Commissioner’s stamp here</p>

ANNEXURE N

REGISTRATION CERTIFICATES

Insert registration certificates

1. Valid CIDB registration
 2. NHBRC if applicable
- Etc.

ANNEXURE O

ATTACH A COPY OF CSD REGISTRATION REPORT

The Service Provider 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. To obtain your vendor number visit **Submit CSD report as proof of registration.**

<https://secure.csd.gov.za>.

ANNEXURE P

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

Copy of joint venture agreement (if applicable)

Attached hereto is a signed certified copy of our **notarised** Joint Venture Agreement. Our failure to submit the copy with our tender document will lead to the conclusion that there is no joint venture agreement, and as such, our bid will be disqualified

(Attach the notarised joint venture agreement

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed Enterprises whom submit an agreement as joint ventures.

We, the undersigned, are submitting this in Joint Venture and hereby authorize Mr./Ms.

....., authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with submission on our behalf.

Name of Enterprise	Address	Duly authorised signatory
Lead Partner:		Signature..... Name Designation
		Signature..... Name Designation

Signed:.....

Date:.....

ANNEXURE Q

COMPANY REGISTRATION & DIRECTORS IDENTITY DOCUMENTS

Attach the registration documents of a Company (in cases of sole proprietor, partnerships and close corporation).
or the consortium/joint venture with the certified copy of shareholders'/Directors'

ANNEXURE R

RECORD OF ADDENDA TO SUBMISSION DOCUMENTS

Fill in, complete and sign the following form if any changes have been done by JoGEDA or an addendum has been issued to amend the document. Failure to do so it will result to your bid being non-responsive.

RECORD OF ADDENDA TO SUBMISSION DOCUMENTS

We confirm that the following communications received from the Employer, amending the submission documents, have been considered in this submission.

ITEM No.	DATE	TITLE OR DETAIL
1		
2		
3		
4		
5		

Attach additional pages if more space is required.

Signed

Date

Name.....

Position.....