



THEEWATERSKLOOF MUNICIPALITY

TENDER NO: TPM 02/2025/26

CONTRACT NO.

TPM 02/2025/26

**LONG TERM LEASE OF ERF 4762, CALEDON FOR A
COMMERCIAL MIXED-USE DEVELOPMENT**

October 2025

ISSUED BY:

DIRECTORATE: ECONOMIC DEVELOPMENT AND
PLANNING

THEEWATERSKLOOF MUNICIPALITY

P O BOX 24

CALEDON

7230

NAME OF TENDERER:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY					
Bid Number:	TPM 02/2025/26	Closing Date:	05 Dec 2025	Closing Time:	12:00
Description:	LONG TERM LEASE OF ERF 4762, CALEDON FOR A COMMERCIAL MIXED-USE DEVELOPMENT				
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 NO. 1 situated at:					
MUNICIPAL HEAD OFFICE					
06 PLEIN STREET					
CALEDON					
7230					
BIDDER 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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. SIGNATURE OF BIDDER	.....		2. DATE		
3. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	Property Management	
CONTACT PERSON	Annielle Martin		CONTACT PERSON	Edward Wessels	
TELEPHONE NUMBER	028 214 3300		TELEPHONE NUMBER	028 214 3300	
FACSIMILE NUMBER	028 212 1229		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	anniellem@twk.gov.za		E-MAIL ADDRESS	ronaldwe@twk.gov.za	

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, 2022, 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)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 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:

THEEWATERSKLOOF MUNICIPALITY

CONTRACT No. TPM 02/2025/26

LONG TERM LEASE OF ERF 4762, CALEDON FOR A COMMERCIAL MIXED-USE DEVELOPMENT

GENERAL TENDER INFORMATION

TENDER ADVERTISED:	Wednesday, 29 October 2025
COMPULSORY CLARIFICATION MEETING:	Friday, 14 November 2025 at 10:00 Theewaterskloof Municipality Caledon Town Hall 22 Plein Street Caledon
CLOSING DATE:	Friday 05 December 2025
CLOSING TIME:	12h00
CLOSING VENUE:	Theewaterskloof Municipality 6 Plein Street CALEDON 7230
TENDER BOX:	Tender Box No.1 , Located at the Entrance of Theewaterskloof Municipality. Theewaterskloof Municipality 6 Plein Street CALEDON 7230 Insert a sealed envelope containing the Tender Document (which includes the Form of offer and acceptance) completed in all respects, plus any additional supporting documentation required, into the tender box.

ITEM NO.	CONTENT	PG. NO.
1	Tender Notice and Invitation to tender.	3
2	Section 1: Standard Conditions of Tender	7
3	Section 2A: Additional Conditions of Contract	23
4	Section 2B: Special Conditions of Contract	24
5	Section 3: Scope of Works	26
6	Section 4A: Pricing Instruction	28
7	Section 4B: Pricing Schedule	29
8	Section 5: Form of Offer and Acceptance	31
9	Section 6: List of Returnable Documents	35



Tender Notice and Invitation to Tender

THEEWATERSKLOOF MUNICIPALITY, Directorate: Economic Development and Planning invites tenders for Contract No.: **TPM 02/2025/26– LONG TERM LEASE OF ERF 4762, CALEDON FOR A COMMERCIAL MIXED-USE DEVELOPMENT.**

Only tenderers who satisfy the eligibility and responsiveness criteria stated in the Tender Conditions and Tender Data are eligible to submit tenders.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2022. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

A set of Tender Documents may be obtained from the Theewaterskloof Municipality, Supply Chain Management Department, 06 Plein Street, Caledon from **Wednesday 29 October 2025** during office hours Monday to Thursday 07h45-13h00 and 13h45-16h45 and Fridays 07h45-13h00 and 13h45-15h30. **Payment of a non-refundable tender participation fee of R 550.00 (VAT Inclusive) is applicable.** It is an administrative criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Refer enquiries **only in the aforementioned regard** to Hanro September at hanrose@twk.gov.za.

All technical enquiries must be directed to Directorate Economic Development and Planning to:

Mr. Edward Wessels
Theewaterskloof Municipality,
Caledon
7230
E-mail: ronaldwe@twk.gov.za

A compulsory clarification meeting with representatives of the Employer will take place at the Caledon Town Hall, 22 Plein Street, Caledon, 7230 on Friday 14 November 2025, starting at 10:00. Prospective tenderers who arrive later than 10:15 will not be allowed into the Clarification meeting. Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

The closing time for receipt of tenders is **12h00 on Friday, 05 December 2025** at the Theewaterskloof Municipality, 6 Plein Street, Caledon. Tenders, in sealed envelopes, marked **TPM 02/2025/26 LONG TERM LEASE OF ERF 4762, CALEDON FOR A COMMERCIAL MIXED-USE DEVELOPMENT**, must be placed in Tender Box No.1, located at the main entrance of Theewaterskloof Municipality, 6 Plein Street, Caledon. Telegraphic, telephonic, telex, facsimile, electronic/e-mailed and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm.

Functionality criteria will be assessed and scored as prescribed by PPPFA Regulation and a minimum threshold as indicated below applies. A tender that fails to meet the minimum functionality threshold will be regarded as an unacceptable tender.

	Principle	Minimum Points
a.	OVERALL EXPERIENCE AND TRACK RECORD OF BIDDER, SITE AND DEVELOPMENT PLAN, AND CSI CONTRIBUTION	40 out of 65

Council reserves the right to accept a tender in full, partially, or not at all and is not obliged to accept the highest tender received. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The 80/20 preference point system in terms of the Theewaterskloof Municipality's Preferential Procurement Policy will be applicable as follows;

Price 80

Specific goals: (20)

a) B-BBEE status level of the contributor 10

b) promotion of local area enterprises 10

Total points 100

WF Hendricks
Municipal Manager
Theewaterskloof Municipality
P O Box 24
6 Plein Street
Caledon
7230

Tender Data

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Tender Data

1. General

1.1 Actions

The Lessor is the Theewaterskloof Municipality, represented by the **Directorate Economic Development and Planning**

1.2 Tender Documents

The tender documents issued by the Lessor comprise:

This tender document (Tender No: **TPM 02/2025/26**), in respect of contract: **LONG TERM LEASE OF ERF 4762, CALEDON FOR A COMMERCIAL MIXED-USE DEVELOPMENT.**

The Tender

Tendering Procedures

Tender notice and invitation to tender

Tender data

The Contract

General conditions of contract

Special conditions of contract

Pricing data

Pricing Instruction

Pricing Schedule

Agreement and contract data

Form of offer and acceptance

Contract data

Returnable Documents

List of returnable documents

Returnable schedules

Annexure A: Location map of Erf 4762, Caledon

Annexure B: Feasibility Study

These documents must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.

1.3 Communication and employer's agent

It should be noted that the employer has no agent acting on his behalf for the purposes of this tender.

The employer's representatives, for the purposes of any communication between the employer and tenderers, is:

Name: **Mr. Edward Wessels**

Postal address: Directorate: Economic Development and Planning

PO Box 24

Caledon

7230

E-mail: ronaldwe@twk.gov.za

Attention is drawn to the fact that no verbal communication will be allowed prior to the close of tenders.

Only information requested and issued formally in writing to tenderers will be regarded as amending the tender documents.

SECTION 1: STANDARD CONDITIONS OF TENDER

1.1.1. General

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, timeously and with integrity, and behave equitably, honestly and transparently.

1.1.2. Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.1.3. Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

1.1.3.1. **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration;

1.1.3.2. **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

1.1.3.3. **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

1.1.3.4. **quality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

1.1.4. Communication between employer and tenderer

Each communication between the employer and a tenderer shall be to or from the employer's representative department and Supply chain department only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.1.5. The employer's right to accept or reject any tender offer

The employer reserves the right to accept a tender in full, partially or not at all. The employer may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.1.6. Tenderer's obligations

1.1.6.1. Eligibility

Submit a tender offer only if the tenderer satisfies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.

1.1.6.2. Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

1.1.6.3. Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

1.1.6.4. Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

1.1.6.5. Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

1.1.6.6. Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

1.1.6.7. Clarification meeting

As per tender notice.

1.1.6.8. Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

1.1.6.9. Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

1.1.6.10. Pricing the tender offer

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

Show VAT payable by the employer separately as an addition to the tendered total of the prices.

1.1.6.11. Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

1.1.7. Alternative tender offers

No alternative offers will be accepted.

1.1.8. Submitting a tender offer

Submit a tender offer to lease the land in terms of the contract data, unless stated otherwise in the tender data.

The Tender document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer. The document must be completed its entirety, by hand in **non-erasable black ink**.

Submit the Tender document as original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.

Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

1.1.9. Information and data to be completed in all respects.

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

1.1.10. Closing time

Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

1.1.11. Tender offer validity

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

1.1.12. Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

1.1.13. Provide other material

Provide, on request by the employer, any other supporting documentation that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide supporting

documentation, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

1.1.14. Inspections, tests and analysis

Provide access during working hours to the proposed land for inspections, tests and analysis as provided for in the tender data.

1.1.15. Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

1.1.16. Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

1.1.17. Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty eight (28) days after the expiry of the validity period stated in the tender data.

2. Tenderer's obligations

2.1. Eligibility

Only those tenderers who satisfy the following criteria are eligible to submit tenders: **(This is a requirement on submission of bid).**

2.1.1. Tender Participation Fee

Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment to **Schedule 10**.

2.1.2. Pricing Schedule.

In order to be considered for an award in terms of this tender, bidders must comply with the Reserve Price set out in the pricing instruction. **Section 4A**

2.1.3. Compulsory clarification meeting

In order to be considered for an award in terms of this tender It is required that each Tenderer attend the compulsory clarification meeting as specified in the tender notice and invitation to tender.

2.1.4. Business Plan

2.1.4.1. In order to be considered for an award in terms of this tender, bidders must submit a business plan which must include a finance backed feasibility and implementation plan of a minimum of **2000 words**, containing the following key components:

- a) Executive summary: High-level description and summary of the proposal.
- b) Opportunity analysis and Development concept, including amongst other the following:
 - (i) Restaurant and Shop of approximately 283m²
 - (ii) Market area for craft and small farm producers
 - (iii) Braai and picnic area with a children`s play area
 - (iv) Multi-purpose venue recommended for functions/conferences/educational facilities.
 - (v) Additional: Recommendation which are advisable, but not limited to
 - 1. Amphitheatre
 - 2. Caravan/Camping facilities
 - 3. Parkrun/fitness/healthy living facilities
- c) Implementation plan
- d) Proof of finance
 - (i) In order to ensure the financial viability and sustainability of the proposed business operation, it is a condition of this tender that all tenderers must demonstrate sufficient financial capacity to successfully implement the project from inception.
 - (ii) The proposed project entails the repurposing and operational startup of an existing building previously utilized as a restaurant. As such, a minimum capital investment of approximately R2 000 000.00 (Two Million Rand) is required to cover startup costs, refurbishments, working capital, and other necessary expenditures associated with the business's commencement and initial operation.
 - (iii) Tenderers must submit verifiable proof of available funding or financial resources amounting to at least the minimum capital investment threshold of approximately R2 000 000.00, supported and based on the feasibility plan. Acceptable forms of proof may include (but are not limited to):
 - 1. Bank confirmation letters or guarantees;
 - 2. Audited financial statements reflecting available cash or liquid reserves;
 - 3. Loan approval letters from recognised financial institutions;
 - 4. Investor commitment letters supported by proof of funds.
 - (iv) A detailed Feasibility plan must accompany the tender submission. Which must include the following:
 - 1. The economic and operational viability of the proposed business;
 - 2. Start-up capital requirements and projected financial forecasts;
 - 3. Alignment with the proposed business plan;
 - 4. Identification of risks and mitigation strategies;
 - 5. Clear assumptions supporting cost and income projections.
 - (v) The proof of finance and feasibility plan must directly support and be aligned with the tenderer's proposed business plan. The capital investment figures reflected in the feasibility plan must correspond to the stated funding proof submitted.
- e) Corporate social investment/contribution
 - (i) In support of the principles of inclusive economic growth and local development, all tenderers are required to demonstrate a meaningful commitment to Corporate Social Investment (CSI) initiatives as part of their proposed project.
 - (ii) Tenderers must clearly outline proposed Corporate Social Investment (CSI) contributions to the local community. These contributions should be aligned with the objectives of promoting social

upliftment, job creation, skills development, youth empowerment, or environmental sustainability within the geographic area of the project.

(iii) The CSI component must include at least one of the following, but is not limited to:

1. Funding or supporting local education, training, or skills development programmes;
2. Partnering with local NPOs, schools, or community centres;
3. Creating internship or apprenticeship opportunities for local youth;
4. Supporting local suppliers and entrepreneurs through procurement and mentorship;
5. Environmental rehabilitation or enhancement initiatives.

2.1.5. Functionality

To qualify a minimum of 40 points must be scored out of a total of 65. The bidder must also score a minimum score per section. Tenderers who do not obtain this minimum score will not be evaluated further. Interested bidders must submit the relevant documentation that will allow evaluation of each requirement. This section will be scored as follows:

In order to determine the overall experience of bidders, the scoring method as set out below will be used. The assessment shall be scored independently by not less than three evaluators, consisting of members of the Economic Development and Planning Department.

	EVALUATION	CRITERIA	MAX POINTS	MIN POINTS	POINTS AWARDED	
	(a.) A track record of experience in similar developments and the management of a facility.	TOTAL	30	10		
		(a) Track record of similar developments.		15	5	
		Some experience but less than 5 years:	5			
		More than 5 years but less than 10 years	10			
		More than 10 years:	15			
	(b.) In this regard the experience of the bidder and/or the directors/executive staff and/or key operators will be considered.	(b) Demonstrate similar experience and/or expertise to run such a development and/or facility.		15	5	
		Some experience but less than 5 years:	5			
		More than 5 years but less than 10 years	10			
		More than 10 years:	15			
	Please provide reference letters, a portfolio of similar developments done, curriculum vitae of directors/ executive staff, leases for similar purposes, etc.					
Failure to submit the above information will result in a 0 score.						
	(a) A draft Site Development Plan which addresses the layout of the proposed development, with an implementation plan that discusses each of the following;	TOTAL	25	0		
	(i.) Layout of Restaurant and Shop of approximately 283m ² and how the Restaurant and Shop will be developed.	0 points for a category where there is no acceptable explanation and 5 points for each category satisfactorily addressed	5	0		
	(ii.) Layout of Market area for craft and small farm producers.		5	0		
	(iii.) Layout of the Braai and picnic area with children`s play area and how this area will be developed.		5	0		

	(iv.) Proposed Layout of a Multi-purpose venue recommended for functions/ conferences/ educational facilities.		5	0	
	(v.) Additional: Recommendations which are advisable but not limited to. 1. Proposed layout of Amphitheatre 2. Caravan/ Camping facilities 3. Parkrun/fitness/healthy living facilities.		5	0	
3.	(a) Proof of Finance (i.) Bank confirmation letters or guarantees; (ii.) Audited financial statements reflecting available cash or liquid reserves; (iii.) Loan approval letters from recognised financial institutions; (iv.) Investor commitment letters supported by proof of funds.	TOTAL	10	0	
		0 points for where there is no acceptable proof of funding and 5 points for a verifiable proof	5	0	
	(b.) Corporate social investment/contribution (This is based on the provision from your business plan)	0 points for where there is no acceptable proof of CSI plan and 5 points for an acceptable CSI plan	5	0	

2.2. Alternative tender offers

Alternative tenders will not be considered.

2.3. Submitting a tender offer

Return all returnable documents to the employer after completing them in their entirety, by hand in **non-erasable black ink**.

The tender shall be signed by a **person duly authorized** to do so. Please refer to and complete **Schedule 9**. Tenderers submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, Schedule 9, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Tender box no. 1 at the Main Entrance of Theewaterskloof Municipality

Physical address: Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230

Identification details: Tender number: **TPM 02/2025/26**

Title of tender: LONG TERM LEASE OF ERF 4762, CALEDON FOR A COMMERCIAL MIXED-USE DEVELOPMENT.

Name and address of tenderer:

Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the above-mentioned address before the closing time. Tenders who fail to comply with the marking instructions will be rejected.

A two-envelope procedure will **not** be followed.

2.4. Closing time

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

2.5. Tender offer validity

The tender offer will be valid for a period of 120 days.

2.6. Clarification of tender offer after submission

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.

2.7. Certificates

Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of a valid Tax Compliance Status Pin Certificate issued by SARS. Append to **Schedule 1**. Failure to properly complete **Schedule 1** in Returnable Schedules may prejudice the tender and it may be rejected for such reason.

Each party to a Consortium / Joint Venture shall complete **Schedule 1** separately.

3. The Employer's undertakings

3.1. Opening of tender submissions

The time and location for opening of the tender offers is immediately after the closing time:

Time: 12h00 **on Friday, 05 December 2025**

Location: Council Chambers, Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230.

3.2. Test for responsiveness

Tenders will be considered non-responsive if, inter alia: (This is a requirement on **submission** of bid document):

- The tenderer did not sign and complete the Form of Offer and Acceptance part,
- The tenderer does not comply with the eligibility criteria listed above,
- The tenderer has failed to comply with the scope of work,
- The tenderer has failed to comply with the pricing instruction,
- The tenderer has failed to comply with the general and special conditions of contract, and
- The tenderer has failed to submit proof of payment of tender participation fee.
- The tenderer has failed to comply with Clause 1 of the additional conditions of the tender.

3.3. Test for administrative compliance

Tenders will be found non-compliant if, inter alia: (These documents may be requested)

- The tenderer has failed to complete and sign and attach requested information to all Schedules excluded from the responsiveness criteria;
- The tenderer has failed to submit a municipal account of where the head office of the company is registered or in case where the premise is leased, the tenderer has failed to provide a copy of the lease of the premise;
- The bidder has failed to submit a valid Tax Compliance Status Pin Certificate; a valid Tax Compliance Status Pin Certificate may be requested;
- The tenderer has failed to submit a valid certified B-BBEE certificate, QSE or EME affidavit, whereas points were claimed and a copy of certificate or affidavit was supplied, a certified valid copy of the B-BBEE certificate, QSE or EME Affidavit may be requested.
- In order to be administrative compliant to tender, if the tenderer is a legal entity, the following information should be provided pertaining to the legal entity that will enter into the lease agreement with the Theewaterskloof Municipality:
 - Certified copy of the certificate of incorporation and shareholders certificates of the company, close corporation or trust, and
 - Details pertaining to each shareholder/member should be given in **Schedule 13**
 - The tenderer should attach the registration and shareholders certificates to **Schedule 13**.

4. Evaluation of tender offers

The tender will make provision that if the accepted first entity tender will not proceed for some or other reason, the tender will be awarded to the Second Highest Tenderer alternatively or other successful tender.

THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 + \frac{80/20 \cdot Pt - P_{max}}{P_{max}} \right)$$

Where

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

Points awarded for B-BBEE Status Level of Contribution

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 below tables below as may be supported by proof/ documentation stated in the conditions of this tender:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
BBBEE (10)	Level Points ÷ 2 (For example, Level 1 = 20 Points ÷ 2 = 10)
LOCALITY (10) (Latest Municipal account/ Lease agreement in the name of the company must be attached to claim points)	TWK AREA – 10 Overberg - 6 Western Cape – 4 Rest of South Africa - 0

POINTS AWARDED FOR B-BBEE STATUS LEVEL CONTRIBUTOR

B-BBEE status level of contribution	Number of points allocated in terms of B-BBEE score card	Points claimed by the bidder (bidder to indicate)
1	10	
2	9	
3	8	
4	6	
5	4	
6	3	
7	2	
8	1	
Non-Compliant contributor	0	

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B-BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B-BBEE status level or contribution are not claimed.

Please note that the Municipality will not request a valid B-BBEE certificate or Sworn Affidavits if such is not attached to the bidders tender at closing of this tender.

4.1 Acceptance of tender offer

Tender offers will only be accepted if:

- a) The tenderer has in his or her possession an original valid Tax Compliance Status Pin Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (**Append to Schedule 1**);
- b) The tenderer has not:
 - i. abused the Employer's Supply Chain Management System; or
 - ii. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months (**Refer to Schedule 12**);
- c) The tenderer has completed the Compulsory Enterprise Questionnaire (**Schedule 6**) and there are no conflicts of interest that may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

4.2. SCM Related Appeals

Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and

- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process and supply chain management policy.

4.3. Provide copies of the contract

The number of paper copies of the signed contract to be provided by the Employer is one.

ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

1. Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document **(form Of Offer and Acceptance)**;
- b) if the tender is not completed in handwritten non-erasable black ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

2. Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity; and
- b) is not to the detriment of any other tenderer.

Minutes of any such negotiations shall be kept for record purposes.

3. General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy, the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months;Or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
 - who is in the service of the state;

- if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete **Schedule 6**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

4. Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- c) been convicted of fraud or corruption during the past five years;
- d) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- e) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 4**, Returnable Schedules: Declaration of Bidders Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

5. Price variations

Escalation of 8% of the lease amount per annum with a further provision that the escalation equal to inflation plus 1% in the event that CPI exceeds 8%.

The rent will be reviewed every 10 years.

SECTION 2 A
ADDITIONAL CONDITIONS OF CONTRACT

1. That the lease be for a period of 30 years with an option to renew for a further period, subject to the approval of the municipality.
2. That the reserve lease price of R9200 (vat included) per month be set subject to an 8% annual escalation with a further provision that the escalation equal to inflation plus 1% in the event that CPI exceeds 8%, be applicable.
3. That rent is not payable during the construction period, which for the purpose of this condition will not exceed 4 years, which such 4 years will commence on the day of signature of lease agreement.
4. That a development contract be entered into between the parties, which will include the transfer of all Health and Safety Liability to the Tenderer.
5. That the rent payable be reviewed every 10 years.
6. That the property be rezoned to Business Zone 2.
7. That a Natural Buffer area be created on the northern side of the property to aid with the preservation of the Nature Garden.
8. That the development of the property commences within 12 months after obtaining all the statutory rights, which include but are not limited to applicable Town Planning and Building Control approvals.
9. That the relocation or upgrade of the infrastructure needed, will be for the account of the developer as well as Development Bulk Contribution as provided for by Municipal Council approved frameworks.
10. That the emergency water pipeline recently installed, cannot be relocated.
11. That the ownership of all improvements constructed on the property remain with the Municipality, in the event that the agreement should be cancelled or expire.
12. That the developer is responsible for the insurance of the structures on the property.
13. That in order to optimize the impact of the transaction/ development in growing the local economy and in creating job opportunities within the Theewaterskloof region, compliance with the "Framework for the Use of Local Contractors and Labour" of the Theewaterskloof Municipality is required.
14. That no light industry or service trade activities will be allowed.
15. That the activities on the premises enhance the Caledon Nature Garden and determine the buffer area.
16. That the development ensures that the initial Theme of the Development namely: "Cooperation projects to support tourism based on local cultural and agricultural heritage", is retained and that the development is in line with the original intent.
17. That the existing tea garden be excluded from the rentable area.
18. That provision be made for a section to accommodate a satellite tourism office in collaboration with the Municipal Tourism division.

HEREBY DECLARE THAT I COMPLY WITH ALL THE ADDITIONAL CONDITIONS OF CONTRACT AS SET OUT ABOVE.

Signed

Date

Name

Position

Tenderer

SECTION 2B: SPECIAL CONDITIONS OF CONTRACT

In order to ensure that the Municipality fulfils its Constitutional mandate of promoting local and socio-economic development, the following special conditions shall apply to this tender:

2. Local Participation and Sub-Contracting

- 1.1. Local B-BBEE Level 2 entities or Exempt Micro Enterprises (EMEs) must be utilised as sub-contractors for specific aspects of the works relating to upgrading and/or maintenance on site.

3. Procurement of Materials

- 2.1. All manufactured and/or supplied materials required for this project must be sourced from local suppliers within the Theewaterskloof Municipal Area.
- 2.2. Where it is not feasible to source such materials locally, preference shall first be given to suppliers within the Overberg Region.
- 2.3. Should it be necessary to procure materials outside of the Overberg Region, prior written approval must be obtained from the Municipal Project Manager.

4. Employment of Local Labour

- 3.1. All short-term unskilled labour must be recruited from unemployed local residents, with preference given to registered indigents and unemployed youth residing within the Municipality.
- 3.2. All long-term semi-skilled and unskilled employment opportunities arising from the development must, where possible, be allocated to unemployed youth from within the Municipal Area.
- 3.3. The project shall be implemented in a manner that maximises local employment opportunities for:
 - 3.3.1. Temporary and unskilled labour;
 - 3.3.2. Sub-contractors; and
 - 3.3.3. Unemployed youth.

4. Training Obligations

- 4.1. The Service Provider shall provide basic on-the-job training to all labourers employed.
- 4.2. 100% of the workforce must receive induction and training on basic occupational health and safety.

5. CONTRACTUAL CONDITIONS

- 5.1. Verification of Local Labour
 - 5.1.1. The Service Provider shall, within 14 (fourteen) days of appointing workers, provide documented proof of the identity and physical residential addresses of all local labourers employed.
 - 5.1.2. In cases where local employees cannot be sourced within the Municipality, prior written approval must be obtained from the Municipal Project Manager before employees from outside the Municipal Area are engaged. Preference will be given to candidates from within the Western Cape.
- 5.2. Use of Suppliers
 - 5.2.1. In circumstances where suppliers within the Theewaterskloof Municipal Area cannot be used, the Service Provider must obtain prior written approval from the Municipal Project Manager before procuring from suppliers outside the Municipal Area. Preference will be given to suppliers within the Western Cape.

6. REPORTING REQUIREMENTS

- 6.1. The Service Provider shall provide the Municipality with regular reports containing information on sub-contracting,

employment, and payment of labourers, as well as any other elements identified during the negotiation process.

7. CONDITIONS APPLICABLE AFTER CLOSING OF TENDERS (For Information Only)

7.1. Any additional information requested by the Municipality must be submitted in writing within 48 (forty-eight) hours of receipt of such request.

8. CONDITIONS APPLICABLE AFTER AWARD OF TENDER (For Information Only)

8.1. The successful Service Provider/Lessee shall submit monthly progress reports to the Property Management Department to keep the Municipality informed of the development's status.

I HEREBY DECLARE THAT I COMPLY WITH ALL THE SPECIAL CONDITIONS OF CONTRACT AS SET OUT ABOVE.

Signed Date

Name Position

Tenderer

SECTION 3 SCOPE OF WORKS

1. OBJECTIVE

- 1.1. The objective of this bid process is for the Theewaterskloof Municipality to enter into a long-term lease agreement for Erf 4762, Caledon, to enable the development of a commercial mixed-use facility.

2. PROJECT SCOPE

- 2.1. Tenderers are invited to submit proposals for the development of a commercial mixed-use project on Erf 4762, which shall include, but not be limited to, the following components:
 - 2.1.1. A restaurant and shop with a floor area of approximately 283m²;
 - 2.1.2. A market area for craft traders and small-scale agricultural producers.
 - 2.1.3. A braai and picnic area with an integrated children's play space.
 - 2.1.4. A multi-purpose venue suitable for functions, conferences, and educational activities.
 - 2.1.5. Additional: Recommendation which are advisable, but not limited to
 - 2.1.5.1. An amphitheatre.
 - 2.1.5.2. Caravan and camping facilities.
 - 2.1.5.3. Parkrun, fitness, and healthy living facilities.

3. PROJECT BACKGROUND

3.1. Locality

- 3.1.1. Erf 4762, Caledon is situated on the northern side of Caledon, directly adjacent to the N2 national road linking Cape Town and Port Elizabeth.

3.2. Zoning

- 3.2.1. The property is currently zoned Business Zone 1 in terms of the Theewaterskloof Zoning Scheme Bylaw.
- 3.2.2. Rezoning to Business Zone 2 will be required.
- 3.2.3. All conditions of planning approval must be complied with.
- 3.2.4. Should additional development rights be required in terms of the applicable Development Plan, the lessee shall be responsible for all associated costs.

3.3. Height Restrictions

- 3.3.1. Height restrictions as stipulated in the Theewaterskloof Zoning Scheme Bylaw shall apply.

3.4. Coverage

- 3.4.1. Development coverage must comply with the relevant parameters of the Theewaterskloof Zoning Scheme Bylaw.

3.5. Parking Provisions

- 3.5.1. Parking provisions must align with the development parameters of the Zoning Scheme Bylaw.
- 3.5.2. Parking areas are to be properly demarcated to the satisfaction of the Council.

3.6. Aesthetic Requirements

- 3.6.1. The development must be designed to align with and complement the existing character of the surrounding area.

3.7. Architectural Building Plans

- 3.7.1. Existing building plans for the premises are available.
- 3.7.2. All building plans for new construction or renovations must be submitted to the Municipality for approval prior to commencement of works..

4. EXISTING LAND USES

- 4.1. The existing restaurant building is currently vacant and has suffered extensive vandalism.
- 4.2. A public parking area in front of the building is semi-tarred.
- 4.3. A substation and ablution facilities are located on-site.

5. SURROUNDING LAND USES

- 5.1. The property is situated adjacent to the N2 National Road and the Caledon Botanical Nature Garden.
- 5.2. The botanical garden is excluded from the development area.
- 5.3. Any development must be complementary to the botanical garden.

6. TITLE DEED RESTRICTIONS

- 6.1. There are no Title Deed restrictions that prohibit development of Erf 4762, provided all development is undertaken within acceptable and approved regulatory frameworks.

7. TRAFFIC IMPACT ASSESSMENT

- 7.1. A Traffic Impact Assessment (TIA) has been conducted by Deca Consultants. Any additions or updates will be for the account of the Tenderer.
- 7.2. The report is available to tenderers on request.

NB: Unless clearly indicated otherwise it will be accepted that the tenderer are in full agreement with the scope of works.

I HEREBY DECLARE THAT I ACCEPT THE SCOPE OF WORKS AS SET OUT ABOVE.

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

**SECTION 4A
PRICING INSTRUCTION**

Having examined the Tender Document, we herewith make our bid offer for the:

LONG TERM LEASE OF ERF 4762, CALEDON FOR A COMMERCIAL MIXED-USE DEVELOPMENT.

- **The Tender offer must be equal or higher than the reserve rental price of R 9 200.00 (VAT included) per month with an escalation of 8% per annum with a further provision that the escalation equal to inflation plus 1% in the event that CPI exceeds 8%.**
- **That rent is not payable during the construction period, which for the purpose of this condition will not exceed 4 years, which such 4 years will commence on the day of signature of lease agreement.**

We understand you are not bound to accept the highest Bid or any Bid you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

We certify that this is a *bona fide* Bid, and that we have not fixed or adjusted the amount of the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake not to do at any time before the hour and date specified for the return of this Tender any of the following acts:-

- Communicating to a person calling for those Tenders the approximate amount of the proposed Bid;
- Entering into any agreement or arrangement with any other person that he shall refrain from Bidding or as to the amount of any Bid to be submitted; and
- Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing to be done in relation to any other Bid any act or thing of the sort described above.

In this certificate, the word "person" include any persons and anybody or association, corporate or unincorporated; and " any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

I HEREBY DECLARE THAT I ACCEPT THE PRICING INSTRUCTION OF THE CONTRACT AS SET OUT ABOVE.

Signed Date

Name Position

Tenderer

**SECTION 4B
PRICING SCHEDULE**

Tender offer must be equal or higher than the reserve rental price of R 9 200.00 (VAT inclusive) per month with an escalation of 8% per annum with a further provision that the escalation equal to inflation plus 1% in the event that CPI exceeds 8%.

Long term lease of Erf 4762, Caledon for a commercial mixed-use development.

Contract period	Contract Term	(A)	(B)	(C)
		Annual Escalation	Rental per month (VAT Included)	Rental per annum (VAT Included)
Construction 1	2026 - 2027	-	No Rent Payable	No Rent Payable
Construction 2	2027 - 2028	-	No Rent Payable	No Rent Payable
Construction 3	2028 - 2029	-	No Rent Payable	No Rent Payable
Construction 4	2029 - 2030	-	No Rent Payable	No Rent Payable
Rental Year 1	2030 - 2031	-	R	R
Rental Year 2	2031 - 2032	8%	R	R
Rental Year 3	2032 - 2033	8%	R	R
Rental Year 4	2033 - 2034	8%	R	R
Rental Year 5	2034 - 2035	8%	R	R
Rental Year 6	2035 - 2036	8%	R	R
Rental Year 7	2036 - 2037	8%	R	R
Rental Year 8	2037 - 2038	8%	R	R
Rental Year 9	2038 - 2039	8%	R	R
Rental Year 10	2039 - 2040	8%	R	R
			Total:	R

- A= 8% Escalation
- B= Previous year monthly rental + 8% escalation
- C= B x 12 months
- For evaluation purposes the pricing schedule will be based on the first 10 years rent payable period with the 8% annual escalation.
- The tender is subject to a 10-year rental review.
- During the lease period the annual escalation will be subject to inflation plus 1% in the event that CPI exceeds 8%
- The above Total Amount for the 10 years rental must be carried over to Form of Offer and Acceptance.

I HEREBY DECLARE THAT I ACCEPT THE PRICING SCHEDULE AS SET OUT ABOVE.

Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		

**SECTION 5:
FORM OF OFFER AND ACCEPTANCE**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract of Lease for:

CONTRACT NO: TPM 02/2025/26

LONG TERM LEASE OF ERF 4762, CALEDON FOR A COMMERCIAL MIXED-USE DEVELOPMENT.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL AMOUNT OF THE PRICE FOR THE FIRST 10 YEARS RENTAL PERIOD INCLUSIVE OF VALUE ADDED TAX WITH AN ESCALATION OF 8% PER YEAR (THIS IS CARRIED OVER FROM THE TOTAL CALCULATED AT THE PRICING SCHEDULE)

Rand.

..... (in words);

R (in figures)

(SUBJECT TO PROVISION FOR ESCALATION EQUAL TO INFLATION PLUS 1% IN THE EVENT THAT CPI EXCEEDS 8% PER ANNUM AND 10 YEAR REVIEW)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and
signature
of witness

Date

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall accept the rental amount tendered in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Section 2A:	Additional conditions of Contract.
Section 2B:	Special Conditions of Contract.
Section 3:	Scope of works.
Section 4A:	Pricing Instruction.
Section 4B:	Pricing Schedule.
Section 5:	Form of Offer and Acceptance
Section 6:	List of Returnable Documents.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Lessee) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

**for the
Employer**

THEEWATERSKLOOF MUNICIPALITY
DIRECTORATE: ECONOMIC DEVELOPMENT AND PLANNING
6 PLEIN STREET
CALEDON
7230

Name and
signature

of witness

Date

.....

Schedule of Deviations

1 Subject	.....
Details	.....
	
	
2 Subject	.....
Details	.....
	
	
3 Subject	.....
Details	.....
	
	
4 Subject	.....
Details	.....
	
	
5 Subject	.....
Details	.....
	
	

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
LIST OF RETURNABLE DOCUMENTS**

	DESCRIPTION	PG. NO.
SCHEDULE 1:	Tax Clearance certificate requirements (MBD 2)	36
SCHEDULE 2:	Declaration of Interest (MBD 4)	38
SCHEDULE 3	Preference points claim form in terms of the Preferential Procurement Reg. 2022 (MBD 6.1)	41
SCHEDULE 4:	Declaration of Bidders past Supply Chain Management Practices (MBD 8)	45
SCHEDULE 5:	Certificate of Independent Bid Determination (MBD 9)	47
SCHEDULE 6:	Compulsory Enterprise Questionnaire	50
SCHEDULE 7:	Address Schedule	52
SCHEDULE 8:	Record of Addenda	53
SCHEDULE 9:	Signatory of Authority	54
SCHEDULE 10:	Tender Participation Fee	57
SCHEDULE 11:	B-BBEE Proof	58
SCHEDULE 12:	Municipal Account / Lease Agreement	59
SCHEDULE 13:	Registration of entity with each shareholder/member	60
SCHEDULE 14:	Functionality	61
ANNEXURE A	LOCATION MAP OF ERF 4762, CALEDON	63
ANNEXURE B	Feasibility Study	64

SCHEDULE 1: MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM
--

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 Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. Applications for the Tax Clearance Certificates 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

3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Tax Compliance Status (TCS) Pin as of 18 April 2016

- a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
- b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

1. Tax Reference Number	
2. Tax Compliance Status Pin	
3. Tax Clearance Certificate Number:	

c. If a bidder is registered on the Theewaterskloof Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.

6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

Signed

Date.....

Name

Position.....

Tenderer

**SCHEDULE 2:
MBD 4 – 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? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 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**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 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**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 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:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

**SCHEDULE 3:
MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable

taxes less all unconditional discounts;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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 points is allocated for price on the following basis:

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the

tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(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	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer and proof thereof attached)
BBBEE (10)	LEVEL POINTS ÷ 2 (For example, Level 1 = 20 Points ÷ 2 = 10)	
LOCALITY (10) (Latest Municipal account/ Lease agreement in the name of the company must be attached to claim points)	Within the boundaries of Theewaterskloof Municipality 10 Within the boundaries of Overberg District 6 Within the boundaries of Western Cape 4 Outside of the boundaries of Western Cape 0	

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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SCHEDULE 4:
MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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>audi alteram partem</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 ☐	No ☐
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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

**SCHEDULE 5:
MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER NO: TPM 02/2025/26

LONG TERM LEASE OF ERF 4762, CALEDON FOR A COMMERCIAL MIXED-USE DEVELOPMENT.

in response to the invitation for the bid made by:

THEEWATERSKLOOF MUNICIPALITY

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

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**SCHEDULE 6:
COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:
Physical address of enterprise:
 (LOCAL OFFICE)

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number
 Close corporation number
 Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or |
| ☐ a member of any provincial legislature | |

- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

.....

**SCHEDULE 7:
ADDRESS SCHEDULE**

WORK ADDRESS	BUILDING	
	STREET	
	SUBURB	
	CITY / TOWN	
	POSTAL CODE	
	TELEPHONE	
	FAX	
	CELL	
	E-MAIL	
POSTAL ADDRESS	POST BOX	
	SUBURB	
	CITY / TOWN	
	POSTAL CODE	

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 8:
RECORD OF ADDENDA**

We confirm that the following communications/Addenda/Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer

ADDENDUM No.	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 9:
SIGNATORY OF AUTHORITY**

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorizing 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/Mr_____ (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 _____

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____ the undersigned, hereby

Confirm that I am the sole owner of the business trading as _____

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

C. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorize Mr/Ms _____ to sign this bid as well

as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of _____ (name of firm)

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

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

D. CLOSE CORPORATION

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

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) _____

Full Name of Director	Residential address	Signature

Sign on behalf of Close Corporation:		Date	
Print Name:			
In his /her capacity as			
Witness 1:		Witness 2:	

**SCHEDULE 10:
PROOF OF PAYMENT OF TENDER PARTICIPATION FEE**

Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 11:
B-BBEE PROOF**

The tenderer must attach to this page proof of **their B-BBEE** level of contribution.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 12:
MUNICIPAL ACCOUNT / LEASE AGREEMENT**

The tenderer should attach to this page a copy of their latest municipal account / a valid lease agreement.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 13:
REGISTRATION OF ENTITY WITH EACH SHAREHOLDER/MEMBER**

The tenderer should attach to this page a copy of registration document of entity with the details of each shareholder or member.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 14:
FUNCTIONALITY**

To qualify a minimum of 40 points must be scored out of a total of 65. The bidder must also score a minimum score per section. Tenderers who do not obtain this minimum score will not be evaluated further. Interested bidders must submit the relevant documentation that will allow evaluation of each requirement. This section will be scored as follows:

In order to determine the overall experience of bidders, the scoring method as set out below will be used. The assessment shall be scored independently by not less than three evaluators, consisting of members of the Economic Development and Planning Department.

	EVALUATION	CRITERIA	MAX POINTS	MIN POINTS	POINTS AWARDED
	(a.) A track record of experience in similar developments and the management of a facility.	TOTAL	30	10	
		(a) Track record of similar developments.			
		Some experience but less than 5 years: 5	15	5	
		More than 5 years but less than 10 years: 10			
		More than 10 years: 15			
	(b.) In this regard the experience of the bidder and/or the directors/executive staff and/or key operators will be considered.	(b) Demonstrate similar experience and/or expertise to run such a development and/or facility.			
		Some experience but less than 5 years: 5	15	5	
		More than 5 years but less than 10 years: 10			
		More than 10 years: 15			
	Please provide reference letters, a portfolio of similar developments done, curriculum vitae of directors/ executive staff, leases for similar purposes, etc. Failure to submit the above information will result in a 0 score.				
	(a.) A draft Site Development Plan which addresses the layout of the proposed development, with an implementation plan that discusses each of the following;	TOTAL	25	0	
	(i.) Layout of Restaurant and Shop of approximately 283m ² and how the Restaurant and Shop will be developed.	0 points for a category where there is no acceptable explanation and 5 points for each category satisfactorily addressed	5	0	
	(ii.) Layout of Market area for craft and small farm producers.		5	0	
	(iii.) Layout of the Braai and picnic area with children's play area and how this area will be developed.		5	0	
	(iv.) Proposed Layout of a Multi-purpose venue recommended for functions/ conferences/ educational facilities.		5	0	

	(v.) Additional: Recommendations which are advisable but not limited to. 1. Proposed layout of Amphitheatre 2. Caravan/ Camping facilities 3. Parkrun/fitness/healthy living facilities.		5	0	
3.	(b) Proof of Finance (i.) Bank confirmation letters or guarantees; (ii.) Audited financial statements reflecting available cash or liquid reserves; (iii.) Loan approval letters from recognised financial institutions; (iv.) Investor commitment letters supported by proof of funds.	TOTAL	10	0	
		0 points for where there is no acceptable proof of funding and 5 points for a verifiable proof	5	0	
	(c.) Corporate social investment/contribution (This is based on the provision from your business plan)	0 points for where there is no acceptable proof of CSI plan and 5 points for an acceptable CSI plan	5	0	

SIGNED ON BEHALF OF TENDERER:

**ANNEXURE A
LOCATION MAP OF ERF 4762, CALEDON**

SIGNED ON BEHALF OF TENDERER:

**ANNEXURE B
FEASIBILITY STUDY**

SIGNED ON BEHALF OF TENDERER: