

# SAKHISIZWE LOCAL MUNICIPALITY



## REQUEST FOR PROPOSAL(S) (RFP) FOR THE DEVELOPMENT AND LONG-TERM LEASE FOR SHOPPING MALL ON A PORTION OF ERF 50 CALA

**BID NUMBER: SLM/SCM/44/2025/2026**

**ISSUED BY:**

**MUNICIPAL MANAGER**

S.G. Sotshongaye  
Sakhisizwe Local Municipality  
P O Box 26  
**Cala**  
5455  
Tel: 047-8770034

NAME OF TENDERER: \_\_\_\_\_

TENDER RATE : \_\_\_\_\_

CSD REGISTRATION NUMBER : \_\_\_\_\_

**CLOSING DATE: 13<sup>TH</sup> MARCH FRIDAY 2026**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	SLM/SCM/44/2025/2026	CLOSING DATE:	13 MARCH 2026	CLOSING TIME:	12:H00 PM
DESCRIPTION	<b>REQUEST FOR PROPOSAL(S) (RFP) FOR THE DEVELOPMENT AND LONG-TERM LEASE FOR SHOPPING MALL ON A PORTION OF ERF 50 CALA</b> <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>15 MACLEAR ROAD</b>					
<b>Elliot</b>					
<b>5460</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCE		DEPARTMENT	IPED DEPARTMENT	
CONTACT PERSON	Yandiswa Tofile		CONTACT PERSON	Siyanda Shazi	
TELEPHONE NUMBER	045 9311 011		TELEPHONE NUMBER	045 9311 011	
FACSIMILE NUMBER	045 9311361		FACSIMILE NUMBER	045 9311361	
E-MAIL ADDRESS	tofileym@gmail.com		E-MAIL ADDRESS	building.sakhisizwlm@gmail.com	

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p>
3.6.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**  
**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐  
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐  
A REGISTERED AUDITOR ☐

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE) ARE YOU THE ACCREDITED REPRESENTATIVE**

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE.....

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

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** Sakhisizwe Municipality

**Department:** Finance Department/ Supply Chain Management Unit

**Contact Person:** Tofile Yandiswa

**Tel:** 045 931 1011

**Fax:** 045 931 1361

**E-mail address:** tofileym@gmail.com

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Siyanda Shazi

**Tel:** 047 877 5200

**Fax:** 047 877 0000

**E-mail address:** building.sakhisizwlm@gmail.com

## CONTENTS

	PAGE NUMBER
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY .....	6
1. CHECKLIST .....	7
2. INVITATION TO BID.....	8
3. AUTHORITY TO SIGN BID .....	11
4. GENERAL CONDITIONS OF BID.....	11
5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT.....	25
6. PAST EXPERIENCE.....	30
7. MBD 4 – DECLARATION OF INTEREST .....	31
8. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES (80/20) .....	34
9. MBD 7.2 CONTRACT FORM – RENDERING OF SERVICES.....	40
10. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES .....	42
11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION .....	44
PART B – SPECIFICATION AND PRICING SCHEDULE .....	48F
12. SPECIFICATION.....	49
13. FORM OF OFFER AND ACCEPTANCE .....	55
14. DECLARATION BY TENDERER .....	56



## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

## 1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE QUOTATION DOCUMENT:

- |     |  |
|-----|--|
| 1.  | <b>Authority to Sign a Bid</b><br>Is the form duly completed and is a certified copy of the resolution attached? |
| 2.  | <b>General Conditions of Contract</b><br>Is the form duly completed and signed?                                  |
| 3.  | <b>General Conditions of Tender</b><br>Is the form duly completed and signed?                                    |
| 4.  | <b>Confirmation Pin from SARS</b><br>Is the Pin form SARS attached?  |
| 5.  | <b>MBD 4 (Declaration of Interest)</b><br>Is the form duly completed and signed?                                 |
| 6.  | <b>MBD 6.1 (Preference Points claim form for purchases/services)</b><br>Is the form duly completed and signed?   |
| 7.  | <b>MBD 7.2 (Contract form – Rendering of Services)</b><br>Is the form duly completed and signed?                 |
| 8.  | <b>MBD 8 (Declaration of Past Supply Chain Practices)</b><br>Is the form duly completed and signed?              |
| 9.  | <b>MBD 9 (Certificate of Independent Bid Determination)</b><br>Is the form duly completed and signed?            |
| 10. | <b>Specifications</b><br>Is the form duly completed and signed?  |
| 11. | <b>Form of Offer</b><br>Is the form duly completed and signed?   |
| 12. | <b>Declaration by Tenderer</b><br>Is the form duly completed and signed?   |

## 2. INVITATION TO BID

### BID INVITATION

Bids are hereby invited from suitable qualified service providers for the Sakhisizwe Local Municipality projects as per the following description:

Bid Number	Bid Description	Functionality		Enquiries	Closing Date
Bid No: SLM/SCM/44/2025/2026	REQUEST FOR PROPOSAL(S) (RFP) FOR THE DEVELOPMENT AND LONG-TERM LEASE FOR SHOPPING MALL ON A PORTION OF ERF 50 CALA	<b>Criteria</b>	<b>Points</b>	Technical Queries: Mr S.Shazi, 047 877 5200, Email: <a href="mailto:building.sakhisizwlm@gmail.com">building.sakhisizwlm@gmail.com</a>  SCM enquiries: Ms S.Ntanjana: 045 931 1011 Email: <a href="mailto:sinazontanjana@sakhisizwe.gov.za">sinazontanjana@sakhisizwe.gov.za</a>	13 March 2026@12H00 15 Maclear Road, Elliot
		CAPACITY AND EXPERIENCE	35		
		DEVELOPMENT PROPOSAL	30		
		INVESTMENT VALUE	15		
		FINANCIAL VIABILITY	20		
		<b>TOTAL</b>	<b>100</b>		

**Evaluation Criteria 90/10 Price=90 Specific Goals=10: Specific Goals: Black Owned Company 02 Points, Locality 04 points, Woman Owned Company 03 points, People with Disability 01 Point (attach a full CSD report/statement of Municipal account/ proof of residence)**

The terms of reference are detailed in the Bid Document.

**OBTAINING OF TENDER DOCUMENT:** Tender documents are obtained from e-tender portal ([www.etenders.gov.za](http://www.etenders.gov.za)) and Sakhisizwe Website([www.slm.gov.za](http://www.slm.gov.za))

Completed sealed bids and supporting documents, addressed to the Municipal Manager and marked with “**Description of the project and the bid number**” must be deposited in the Bid box situated at Budget office Sakhisizwe Municipal offices 15 Maclear Road, Elliot, 5460.

**The following compulsory supporting documents shall accompany your submissions:**

- Fully completed and signed Bid document (MBD 1 to 9)
- Latest Full CSD Report (Not older than 3 Months)
- Certified Copy of identity documents (not older than 6 months)
- Municipal billing clearance certificates or Statement (not older than 3 months)/ a lease agreement signed by both parties lesser and lessee in the case of a tenancy or accompanied by municipal rates (not council proof of residence)/services certificate/ statement indicating that the owner not the tenant is responsible and that no dispute exists between such bidder and the municipality concerned in respect of any such arrear amounts. Bidders who reside within the Sakhisizwe Local Municipality jurisdiction will be verified with Sakhisizwe Local Municipality Revenue Section.
- If Joint venture, Joint venture Agreement must be attached.
- All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive, use of tip-ex is prohibited, and the tender will be deemed non-responsive.

**NB: Failure to meet the above conditions of the bid will lead to automatic disqualification.**

**The Bidders shall also take note of the following conditions of the bid:**

- All prices shall be quoted in South African currency (R) Inclusive of VAT.
- The Sakhisizwe Local Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender thereof.
- Late, faxed, e-mailed and/or un-signed documents will not be considered.
- Bids submitted are to hold good for a period of 90 days.
- No tenderers will be considered from the persons in the service of the state.

**MR S.G. SOTSHONGAYE**  
**MUNICIPAL MANAGER**

### 3. AUTHORITY TO SIGN A BID

#### 1. COMPANIES

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

#### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on \_\_\_\_\_ 20\_\_, Mr/Mrs\_\_\_\_\_ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of \_\_\_\_\_

(Name of Company) in his/her capacity as \_\_\_\_\_

Full name of Director	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE :	
PRINT NAME :			
WITNESS 1:		WITNESS 2:	

#### 2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

### 3. 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 partner	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

### 4. 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 MEMBER	RESIDENTIAL ADDRESS	SIGNATURE

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2 :	

<b>4. GENERAL CONDITIONS OF BID</b>
-------------------------------------

**CONTENTS**

- 1. GENERAL CONDITIONS OF CONTRACT**
- 2. BID FORM**
- 3. COMPLETION OF BIDS**
- 4. SUBMISSION OF BIDS**
- 5. DATA TO BE FURNISHED AT BID STAGE**
- 6. WITHDRAWAL OF BIDS**
- 7. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED  
UPON TO PAY**
- 8. ACCEPTANCE OR REJECTION OF BIDS**
- 9. SITE INSPECTION/BIDDERS MEETING**
- 10. FAILURE TO RETURN BID DOCUMENTS**
- 12. EVALUATION OF BIDS**
- 13. BID VALIDITY PERIOD**
- 14. ACCEPTANCE OF BID**
- 15. PENALTIES**
- 16. CONTRACT ADJUSTMENTS**
- 17. CONTRACT PERIOD**

**1. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Supply Chain Management shall apply to this contract. These general conditions shall be read in conjunction with the amendments and additions set out in the special conditions of contract.

**2. BID FORM**

All bids shall be made on the bid forms incorporated in this document.

**3. COMPLETION OF BIDS**

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with SAKHISIZWE Local Municipality as early as possible during the bid period. Should any query be found to be of significance, SAKHISIZWE Municipality will inform all Bidders accordingly as early as possible.

**4. SUBMISSION OF BIDS**

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelopes clearly marked.

**“Bid No: SLM/SCM/44/2025/2026: REQUEST FOR PROPOSAL(S) (RFP) FOR THE DEVELOPMENT AND LONG-TERM LEASE FOR SHOPPING MALL ON A PORTION OF ERF 50 CALA**

and the Bidder’s name and address, shall be delivered to SAKHISIZWE Local Municipality, Budget Office 15 Maclear Road Elliot 5460 not later than 12:00 on 13 March 2026. Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids will be rejected.

**5. DATA TO BE FURNISHED AT BID STAGE**

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

**6. WITHDRAWAL OF BIDS**

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by SAKHISIZWE Local Municipality before the closure of this bid.

**7. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY**

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

**8. ACCEPTANCE OR REJECTION OF BIDS**

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven(7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

**9. SITE INSPECTION/BIDDERS MEETING**

**THERE IS NO BRIEFING SESSION**

**10. FAILURE TO RETURN BID DOCUMENTS**

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

**11. TAXES AND LEVIES**

Bidders shall include Value Added tax (VAT) in their bid rates.

**12. EVALUATION OF BIDS (BASED ON PREFERENTIAL PROCUREMENT REGULATIONS 2022)**

Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Regulations 2022 and Regulations thereto. These points will be allocated as follows:

#### Price

90 points will be awarded to the bidder submitting to the lowest bid.

#### Preference

10 points will be awarded to the bidder submitting required documents for Specific Goals.

#### Functionality

### **PREFERENTIAL PROCUREMENT REGULATIONS POINTS WILL BE AWARDED ACCORDING TO 80/20 SYSTEM**

Price	-	90 Points
Specific Goals	-	10 Points

<b>FUNCTIONAL CRITERIA</b>	<b>Points</b>	<b>Returnable documents to be used in evaluation</b>
<b>1. CAPACITY AND EXPERIENCE OF BIDDER AND BIDDER'S PROFESSIONAL TEAM</b>	<b>35 points</b>	
<b>1.1</b> Development Experience of the bidding entity in delivering projects of a similar nature  The bidder must demonstrate experience in delivering large scale development projects. The value of the projects must be clearly stated.  Scoring will be based on the total value of development projects successfully completed.  R500 million and above = <b>10 points</b> R400m – less than R500 million = <b>9 points</b> R200m – less than R400m = <b>7 points</b> R100m – less than R200m = <b>5 points</b> Below R80m = <b>2 points</b>	<b>10</b>	Bidder to submit portfolio of evidence (POE) indicating the following:  <ul style="list-style-type: none"><li>• Development name(s), description and location;</li><li>• Development cost;</li><li>• Pictures and completion certificate;</li><li>• The funding approval from Funding Institutions received for project(s) completed.</li></ul> NB: Failure to provide a complete POE with the requirements stipulated above, will result in the bidder being allocated no points.
<b>1.2</b> Capacity and Experience of the Bidder's professional team in delivering projects of a similar nature  Experienced Property Development Manager points allocated as follows:  <ul style="list-style-type: none"><li>• Qualification in Built Environment = <b>2 points</b></li></ul>	<b>10</b>	Bidder, to submit the Property Development Manager's certified copies of qualifications  Certified copy of degree in Built Environment = 2 points

<p>Demonstrate experience in the successful delivery of property development projects = <b>8 points</b></p> <p>R500m – and above = <b>8 points</b>  R300m – less than R500 million = <b>7 points</b>  R100m – less than R300m = <b>5 points</b>  R50m – less than R100m = <b>3 points</b>  Below R100m = <b>2 points</b></p>		<p>Signed Reference Letters (on the relevant letterhead) for projects of a similar nature from clients indicating the following :</p> <ul style="list-style-type: none"> <li>• Name of project(s) and description</li> <li>• Value of project</li> <li>• Contactable Details</li> </ul> <p>NB: Failure to submit the abovementioned Reference Letters, will result in the bidder being allocated no points.</p>
<p><b>1.3.</b> Architect with green building design expertise points allocated as follows :</p> <ul style="list-style-type: none"> <li>• Qualification in Architecture/Degree in Architecture = <b>1 points</b></li> </ul> <p>Valid registration with the South African Council for the Architectural Profession (SACAP) = <b>2 points</b></p> <ul style="list-style-type: none"> <li>• Illustrate competencies of green building experience = <b>2 points</b> (1 point per Reference Letter)</li> </ul>	<b>5</b>	<p>Certified copy of degree in Architecture</p> <ul style="list-style-type: none"> <li>• Certified copy of valid registration with the South African Council for the Architectural Profession (SACAP)</li> </ul> <p>Reference Letters (on the relevant letterhead) For projects of a similar nature from clients indicating the following:</p> <ul style="list-style-type: none"> <li>• Name of project(s) and description</li> <li>• Copy of certified Green Building Certificate of the completed project(s)</li> </ul> <p>NB: Failure to submit the abovementioned Reference Letters, will result in the bidder being allocated no points.</p>
<p><b>1.4.</b> Experienced Leasing agent points allocated as follows</p> <ul style="list-style-type: none"> <li>• Registration with Property Practitioners Regulatory Authority (PPRA)= <b>1 points</b></li> <li>• Valid fidelity fund certificate = <b>2 points</b></li> <li>• Experience highlighting Listings completed,</li> </ul> <p>Mandates negotiated, total sales concluded /lease contracts concluded = <b>3 points</b></p> <p>R150m and above = <b>3 points</b>  R100m - less than R 150m = <b>2 points</b>  Below R100m = <b>1 points</b></p>	<b>6</b>	<p>Certified copy of registration with Professional Regulatory Body Certified copy of valid fidelity fund certificate Signed Reference letter from the Developer(s)/client (on the relevant letterhead) indicating the following:</p> <ul style="list-style-type: none"> <li>• Name of project(s); description and development cost;</li> <li>• Value of sales and leases concluded per development</li> </ul>

<p><b>1.5. Quantity Surveyor points allocated as follows :</b></p> <ul style="list-style-type: none"> <li>• Qualification in Quantity Surveying = <b>1 point</b></li> <li>• Registration with the South African Council of Quantity Surveying Profession (SACQSP) = <b>1 point</b></li> <li>• Project Experience highlighting projects of a similar nature = <b>2 points</b></li> </ul> <p>R200m and above = <b>2 points</b>  R100m – less than R200m = <b>1 points</b>  Less than R50m = <b>0 points</b></p>	<p><b>4</b></p>	<p>Certified copy of Quantity Surveying Degree</p> <p>Certified copy of Valid registration with the South African Council of Quantity Surveying Profession (SACQSP)</p> <p>Signed Letters of reference from the Developer specifying the following:</p> <ul style="list-style-type: none"> <li>• Project name and value</li> <li>• Contactable Details</li> </ul> <p>NB: Failure to submit the abovementioned Reference Letters, will result in the bidder being allocated no points.</p>
<p><b>2. DEVELOPMENT PROPOSAL</b></p>	<p><b>30 points</b></p>	
<p>Conformity of the Development Proposal to the vision for the property points allocated as follows:</p> <p><b>2.1 Development Plan points to include the following :</b></p> <ul style="list-style-type: none"> <li>• The bidder's vision of all the above mentioned site within the "precinct, land use types, open areas, roads and path networks = <b>4 points</b></li> <li>• How the bidder's development proposal will incorporate the existing municipal uses and integrate with future developments = <b>4 points</b></li> <li>• Green building approach = <b>2 points</b></li> </ul>	<p><b>10</b></p>	<p>Bidder to submit a detailed development plan specifying the following:</p> <ul style="list-style-type: none"> <li>• Methodology and provide details of the bidder's vision of all the properties including land use, open areas, roads and path networks;</li> <li>• How the proposed development will incorporate the existing municipal uses (maximum of 8 pages).</li> </ul>
<p><b>2.2. Concept Plan = Proposed buildings indicating the following:</b></p> <ul style="list-style-type: none"> <li>• The proposed site layout, extent of buildings in square metres, height, elevations and floor plans = <b>2 points</b></li> <li>• Ratios of the different land uses proposed inclusive of Floor plans and elevations = <b>2 points</b></li> <li>• Architectural aesthetic of the proposed development inclusive of Sustainability (Green Elements) = <b>2 points</b></li> </ul>	<p><b>10</b></p>	<p>Bidder to submit A3 size drawings and diagrams which specify the following:</p> <ul style="list-style-type: none"> <li>• Ratios of the different proposed land uses</li> <li>• Indicative building footprints/ massing form, Paying attention to edges and interfaces</li> <li>• Plans that are compatible to the character of the existing environment and provide enhancements that improve the nature of the environment</li> <li>• Architectural aesthetic of the proposed development</li> </ul>

<ul style="list-style-type: none"> <li>• Plans to achieve EDGE/LEED certification = <b>2 points</b></li> <li>• Urban Form = <b>2 points</b></li> </ul>		
<p><b>2.3 Development Implementation Programme</b> indicating key steps and milestones from the date of signature of the agreement to tenancing and Property Management</p> <p>Detailed Project Programme highlighting the following:</p> <ul style="list-style-type: none"> <li>• How Financial Closure will be achieved within 180 days = <b>5 points</b></li> <li>• How the building upgrade will be completed from signature of Development Lease Agreement = <b>5 points</b></li> </ul>	<b>10</b>	<p>Bidder to submit a detailed work breakdown (including timelines from signature of agreement ) on the following:</p> <ul style="list-style-type: none"> <li>• Planning and designs,</li> <li>• Marketing, achievement of EDGE (Excellence in Design for Greater Efficiencies) /LEED (Leadership in Energy and Environmental Design) certification;</li> <li>• Municipal approvals and/or any other regulatory compliance required prior to development,</li> <li>• Financial closure,</li> <li>• Procurement and construction,</li> <li>• Property management and tenancing, (where applicable provide a phasing programme).</li> </ul>
<b>3. INVESTMENT VALUE (BACKED BY FINANCIAL FEASIBILITY AND SUSTAINABILITY)</b>	<b>15 points</b>	
<b>3.1</b> A realistic monetary investment value pledged to the project backed by a QS Report	<b>5</b>	Project Feasibility Model with projected 20 year discounted cashflows, development phasing reflecting commencement and completion of various project milestones
<b>3.2</b> Project Feasibility Model with projected 20-year discounted cash flows, development phasing reflecting commencement and completion of various project milestones = <b>10 points</b>	<b>10</b>	Bidder to submit a project feasibility model with projected 20-year discounted cashflows backed by development Cost (Total Investment Value), Projected Income, Financial Ratios and Estimated Operating Costs. The feasibility model must be prepared in Ms Excel format.
<b>4. FINANCIAL VIABILITY</b>	<b>20 Points</b>	
The bidder must be able to demonstrate proof of availability/ access to the funding (debt and own equity) required to execute the development.	<b>20</b>	The Bidder must submit the following :

<p>The bidder must provide a funding plan stating the sources of funding required for the development.</p> <p><b>PROOF OF FUNDING AVAILABILITY</b></p> <p>Note: The Equity Contribution (A) and the Debt Contribution (B) must be equal to 100%. The scoring of A and B below will be scored interchangeably to achieve the total funding combination of 100% between debt and own equity.</p> <p>A) bidder to provide proof of availability of 20% equity funding for the project (in the form of bank statements or by way of a written undertaking of an equity funder</p> <ul style="list-style-type: none"> <li>• Bidder provides proof of 20% or more own equity = <b>15 points</b></li> <li>• Bidder provides proof of 10% own equity = <b>7 points</b></li> <li>• No proof of own equity = <b>0 points</b></li> </ul> <p>B) Bidder to provide proof of availability of debt funding from a financial institution</p> <ul style="list-style-type: none"> <li>• Bidder provides proof of 80% or more debt equity = <b>5 points</b></li> <li>• Bidder provides proof of 40% or more debt equity = <b>3 points</b></li> <li>• Bidder provides proof of less than 40% debt equity = <b>1 points</b></li> <li>• No proof/confirmation of debt funding = <b>0 points</b></li> </ul>		<p>Copy of latest stamped bank statements from a registered financial institution showing availability of funds/investments/shares</p> <p>AND/OR</p> <p>Signed letter of intent from registered funding institutions / investors indicating in principle approval funding for project</p> <p>AND/OR</p> <p>An original letter from a registered bank confirming the working capital available (not older than three months on date of submission)</p> <p>AND/OR</p> <p>Proof of own equity funding in relation to equity contribution</p> <p>AND /OR</p> <p>Proof of sound equity partners and their financials if relying in equity funding. Equity Partner must provide the latest Bank Statement or confirmation of availability of funds.</p>
<b>Total Points</b>	<b>100</b>	

**14. ACCEPTANCE OF BID**

The Municipality does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

**15. PENALTIES**

In the event that the Service Provider fails to deliver as specified in Section 13 "Specifications, the Employer may withhold 10% of the invoice amount.

**16. CONTRACT ADJUSTMENT**

No contract adjustment will be allowed during this period and the rates are fixed.

## 5. GENERAL CONDITIONS OF CONTRACT-GOVERNMENT PROCUREMENT

### TABLE OF CLAUSES

1. Definition
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare Parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

## General Conditions of Contract

### 1. Definition

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its product internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery of stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 “Dumping’ occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 “GCC” means the General Conditions of Contract.

- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported(whether by the supplier or his sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent. make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights**

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

#### **7. Performance**

- 7.1 Within thirty(30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrecoverable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty(30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

#### **8. Inspection, tests and an analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents, and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser

shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the rights of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

### **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

### **14. Spare Parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relive the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense

and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payment shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the Suppliers Performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

## **24. Anti-dumping and countervailing**

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

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clause 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof, unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute, or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting such notice.

## **32. Taxes and Duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contract goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

<b>6. PAST EXPERIENCE</b>
---------------------------

**PAST EXPERIENCE 1**

Service Providers must furnish hereunder details of similar projects/service, which they have satisfactorily completed in the past. The information shall include a description, Contract value and name of Employer with contactable references.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>):.....

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. ....

.....

<sup>1</sup>MSCM 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) an executive member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> 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**

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 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.**

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Required document to claim preference points</b>
<b>Women Owned Company</b>	03 Points		CSD Report/ Certified I.D of Directors
<b>Locality</b>	04 Points		CSD Report/ Rate Clearance/ Proof of Address
<b>People with Disabilities</b>	01 Points		CSD Report/Certified I.D Copy of Director
<b>Black owned Company</b>	02 Points		CSD Report/Certified I.D Copy of Director

#### **LOCALITY**

<b>Locality of supplier</b>	<b>Number of Points for Preference (80/20)</b>
Within the boundaries of Sakhisizwe Local Municipality	04 Points
Within the boundaries of Chris Hani District	03 Points
Within the boundaries of the Eastern Cape	02 Points
Outside the boundaries of the Eastern Cape or failure to provide proof	01 Points
Outside South Africa or Failure to submit required information	0 Points

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**10. MBD 7.2 CONTRACT FORM-RENDERING OF SERVICES**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

<b>11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
---

- 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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	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**

12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

- 1 This Form must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 Form serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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 consortium<sup>3</sup> 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.
- 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



## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**

<b>13. SPECIFICATIONS</b>
---------------------------

## **REQUEST FOR PROPOSAL(S) (RFP) FOR THE DEVELOPMENT AND LONG-TERM LEASE FOR SHOPPING MALL ON A PORTION OF ERF 50 CALA**

### **Purpose**

This memorandum serves as a request proposal from experienced developers to develop a shopping mall on a Portion of ERF 50 Cala.

### **Background**

The Sakhisizwe Local Municipality has identified a Portion of ERF 50 Cala for the development of a shopping mall in line with the Sakhisizwe Local Municipality Spatial Development Framework.

## **TERMS OF REFERENCE**

### **1. SPECIFICATION**

- 1.1. The Properties shall be made available by means of a long term lease agreement in accordance with Sakhisizwe Local Municipality standard agreement. The following terms of contract are non-negotiable:
  - a) The lease period will be restricted to a maximum of 40 years. Upon expiry or termination of the Development and Lease agreement, possession of the property will revert back to the Sakhisizwe Local Municipality without any compensation.
  - b) Bidders are expected to propose a suitable lease period, which must be backed up by the financial viability report of the project
- 1.2. It is each bidder's responsibility to identify, understand and ensure that the proposals complies with the various relevant schemes, guidelines, frameworks and statutory requirements applicable to the site.
- 1.3. The bidder will at their own cost be responsible for all statutory approvals (including but not limited to land use approvals) that may be required for the development of the property in terms of its current or future zoning.
- 1.4. Bidders are required to submit a proposal outlining a plan to achieve a green star(s) rating for the development.
- 1.5. Bidders are required to demonstrate the most efficient and effective project delivery schedule, from signature of the development lease agreement, where applicable provide a phasing programme.
- 1.6. Bidders are expected to submit a detailed rational for the proposed development. Bidders are expected to support the goals and objectives of the National

Government's Expanded Public Works Program (EPWP). In this regard, the successful bidder will be required addition hereto, bidders are expected to support the relevant enterprise development programmes of the Sakhisizwe Local Municipality.

- 1.7. The successful bidder(s) will be responsible for and shall bear all costs related to the development of the property including bulk services.
- 1.8. The successful bidder will be responsible for the cancellation or relocation of all servitudes which may be registered over the property.
- 1.9. Bidders are required to demonstrate their ability and capacity to deliver and manage the proposed development by submitting a detailed profile of the professional team and their successfully completed development. They must further demonstrate their ability to secure funds required to carry out the project.
- 1.10. The successful bidder will be responsible to obtain all statutory approvals (Rezoning, Environmental, Water Use Licence, Site Development Plan, Building Plan, etc) which are required for the development of the properties at their own cost.
- 1.11. The Lessee shall at all times during the term of this lease keep in full force and effect an insurance policy of public liability and property damage insurance of an amount not less than the replacement cost value.
- 1.12. The Lessee shall maintain and safeguard the Property for the duration of the lease.

## 2. DELIVERABLES

Interested developers are requested to submit a detailed proposal including:

- 2.1. **Company Profile:** Overview of the company, including relevant experience and qualifications.
- 2.2. **Project Plan:** Detailed project plan including timelines, milestones, and deliverables.
- 2.3. **Design Proposals:** Preliminary architectural and infrastructure designs.
- 2.4. **Budget:** Detailed budget breakdown including costs for design, construction, project management, and any other related expenses.
- 2.5. **Team Composition:** Profiles of the project team, including qualifications and relevant experience.
- 2.6. **References:** Contact information for previous clients and examples of similar projects completed.

### 3. PROPERTY INFORMATION.

<b>Property/ Description</b>	Portion of ERF 50 Cala
<b>Co-ordinates</b>	-31.529483, 27.685064
<b>Ownership</b>	Sakhisizwe Local Municipality
<b>Land Size</b>	Approximately +-11 Hectors
<b>Zoning</b>	<p>Authority and Utility Zone</p> <p><b>Intent</b> : This zone makes provision for utility services and uses practiced by a public authority, or on an agency basis on behalf of a public authority, of which the characteristics (including combination of uses) and locality factors are such that it cannot be classified or defined under other uses in the scheme. This may include uses practiced by -</p> <ul style="list-style-type: none"> <li>(a) The National Government, such as military training centres and installations or correctional facilities;</li> <li>(b) The Provincial Government, such as road camps; and</li> <li>(c) A Municipality, such as civic centres, municipal depots and fire stations.</li> </ul> <p>Land falling under ownership of a public authority shall only be included in this Zone if the use thereof or combination of uses forming part thereof is such that no other zone in Table B of the SLM Land Use Scheme is appropriate. If a zone in Table B is appropriate, the land needs to be zoned for that purpose, whether or not a public authority owns it.</p>
<b>Floor Area Ratio</b>	To be determined by a rezoning application
<b>Coverage</b>	To be determined by a rezoning application
<b>Height restriction</b>	To be determined by a rezoning application
<b>Servitudes</b>	There are no known servitudes, however should there be any unprotected municipal servitudes found, relocation should be done to the satisfaction of the relevant entity.
<b>Structures &amp; Physical Features</b>	The site is Vacant
<b>Services</b>	<p>The following reports are made available herewith:</p> <p>Geotechnical Study Environmental Report Traffic Reports Civil Engineering Report</p>

Locality Plans of a Portion of ERF 50 Cala



**NET PRESENT VALUE (RENTAL OFFER)**

Rental Offer	R
Proposed Monthly Rental	R
Annual Rental (calculated at 12 months)	R
Escalation 8% p.a or CPI (whichever is higher)	R
Discount Rate@ 10% p.a	R
Number of years (50)	R

**Estimated Cost of Development Summary**

*A breakdown of all costs to be incurred by the bidder in the preparation of the site must be provided. The cost provided in this section will form a critical part of the evaluation of proposals and will be a contractual condition of the development agreement awarded.*

No	Item Description	Estimated Cost (Including VAT)
1	Civil and Electrical Services	R
2	Civil Works	R
3	Top Structure (Building) Costs	R
4	Professional Fees	R
5	Sundry Development Costs	R
6	External/Bulk Services Contributions	R
7	Other	R
<b>Total Cost</b>		R

<b>14. FORM OF OFFER AND ACCEPTANCE</b>
---

a) The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**BID NOTICE: SLM/SCM/44/2025/2026: REQUEST FOR PROPOSAL(S) (RFP) FOR THE DEVELOPMENT AND LONG-TERM LEASE FOR SHOPPING MALL ON A PORTION OF ERF 50 CALA.**

b) The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

c) By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Employer 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.

<b>THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:</b>	
In figures:	
In words:	

d) 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 Contractor in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:		DATE	
(Insert name and address of organisation)			
Signature of witness:			

## FORM OF ACCEPTANCE

### 1. ACCEPTANCE

- a) 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 pay the Contractor the amount due 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.
- b) Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- c) The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
- d) 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).
- e) 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.

Signature(s):			
Name(s):			
Capacity:			
For the Employer: Sakhisizwe Municipality, ERF 5556 Umthatha Road, Cala, 5455			
Name of witness:		Date:	
Signature of witness:			

<b>15. DECLARATION BY TENDERER</b>
------------------------------------

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this quotation form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our quotation and that I / we elect domicillium citandi et executandi in the Republic at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation: that the price quoted cover all the work items specification in the quotation documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE	NAME (PRINT)	
CAPACITY	DATE	
NAME OF FIRM		
WITNESS 1	WITNESS 2	