



**REQUEST FOR INVESTOR DEVELOPER PROPOSALS FOR THE  
COMPLETION OF THE WATER WORLD RECREATIONAL PARK  
\*IT MUST BE NOTED THAT THIS IS A NON-COMMITTAL BID\***

**RFP NO: 4 OF 2023**

**BIDDER:**

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**CLOSING DATE:** **16 FEBRUARY 2024**

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**CLOSING TIME:** **12H00 P.M.**

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**CSD NUMBER:**

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**VALID SARS PIN:** **TAX REFERENCE NUMBER:**

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**PREPARED BY:**

**BUFFALO CITY METROPOLITAN DEVELOPMENT AGENCY**

**12 Esplade Road**

**QUigney**

**East London**

**Website:** [www.bcmda.org.za](http://www.bcmda.org.za)

## **BID NOTICE**

### **RFP 4 OF 2023**

Bids are hereby invited from suitably qualified and experienced service providers to submit proposals for **REQUEST FOR INVESTOR DEVELOPER PROPOSALS FOR THE COMPLETION OF THE WATER WORLD RECREATIONAL PARK.**

Detailed tender documents are available from, **14 December 2023** as follows:

1. In the case of BCMDA printed documents: upon payment of a non-refundable document fee of **R300.00**. Payments must be made by direct deposit into the Agency's bank account. Banking details will be provided on request.
2. Documents can alternatively be downloaded, free of charge, from the BCMDA website: [www.bcmda.org.za](http://www.bcmda.org.za).

Bid documents are to be submitted in a sealed envelope, stipulating the **BID NUMBER, NAME OF THE PROJECT**. Documents must be deposited in the Tender Box AT BCMDA 12 ESPLANADE ROAD QUIGNEY EAST LONDON **NOT LATER THAN, 16 FEBRUARY 2024 at 12h00 NOON**. BIDS WILL BE OPENED AND READ IN PUBLIC.

All queries and clarifications are to be addressed to Mr A. Manciya at email: [aviwe@bcmda.org.za](mailto:aviwe@bcmda.org.za). The cut-off dates for such queries and clarifications will be, **12 FEBRUARY 2024**.

#### **EVALUATION CRITERIA**

1. Compliance Evaluation.
2. Mandatory additional minimum requirements.
3. Either the 90/10 or 80/20 preference point system will be applicable in this tender. The highest acceptable tender will be used to determine the accurate system once tenders are received.

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

**S. PETER**  
**ACTING CHIEF EXECUTIVE OFFICER**

**TENDERERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS:**

- A. Service providers must be registered on **National Treasury's Central Supplier Database** and submit a summary report as proof of registration or alternatively reflect the CSD supplier number on their proposal;
- B. All prospective/interested Service Providers must complete and sign the MBD forms appended hereunder as well as Declaration of Bidder form which may be also be obtained from the BCMDA website: [www.bcmda.org.za](http://www.bcmda.org.za);
- C. All prices must be inclusive of VAT, where applicable;
- D. Use of Tippex and erasable ink will render the RFP Non-responsive**
- E. Bidders must submit confirmation that **the bidder's** municipal accounts are not in arrears for a period exceeding 3 months. **Such confirmation must be for the company must be as follows:**
  - a. statements of municipal accounts showing the age of the municipal debt; OR
  - b. a tenderers debt clearance certificate from their respective municipality that is stamped and signed by that municipality; OR
  - c. lease agreements (signed by both lessor and lessee) must be submitted and must be supported by:
    - i. a written confirmation from the lessor stating that the bidder is not in arrears with regards to their payment obligations in terms of the lease agreement.
- F. IN ADDITION TO E ABOVE:** Bidders must submit confirmation that **its directors' municipal accounts are not in arrears for a period exceeding 3 months. Such confirmation must be for the directors and must be as follows:**
  - d. statements of municipal accounts showing the age of the municipal debt; OR
  - e. a tenderers debt clearance certificate from their respective municipality that is stamped and signed by that municipality; OR
  - f. lease agreements (signed by both lessor and lessee) must be submitted and must be supported by:
    - i. a written confirmation from the lessor stating that the bidder is not in arrears with regards to their payment obligations in terms of the lease agreement.
- G. BCMDA reserves the right to request further written information or clarification on any aspect pertaining to this tender;
- H. Bids received after the specified closing time and date will not be considered;
- I. The BCMDA does not bind itself to accept the lowest priced tender or any tender and reserves the right to accept the whole or part of the tender.
- J. All bids are valid for 90 days after the bid closing date;
- K. Bids must be sealed and completed in full. Unsigned or bids submitted by facsimile, will not be accepted;**
- L. BCMDA will not take responsibility for incorrectly delivered bids sent by courier. It is the bidder's responsibility to make sure that their bid is correctly delivered in the tender box on or before the closing date of this bid;
- M. BCMDA bid documentation completed in ink and in full. Bidder must ensure that the bid documents by BCMDA are returned in-tact, in original page number sequence and no attachments may disturb this sequence;

**N. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE LOCAL GOVERNMENT MUNICIPAL FINANCE MANAGEMENT ACT 56 OF 2003: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS.**

Failure to submit the documents requested or adhere to the conditions above will result in a tender being considered non-responsive and therefore not considered for the award of the contract.

**MBD 1**  
**PART A**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BUFFALO CITY METROPOLITAN DEVELOPMENT AGENCY				
RFP NUMBER:	4 OF 2023	CLOSING DATE:	16 FEBRUARY 2024	CLOSING TIME: 12H00
DESCRIPTION	REQUEST FOR INVESTOR DEVELOPER PROPOSALS FOR THE COMPLETION OF THE WATER WORLD RECREATIONAL PARK			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

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

<b>12 ESPLANADE ROAD, QUINEY, EAST LONDON</b>				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
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	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes  [IF YES ENCLOSURE PROOF]	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes  [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				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	MANAGER: SCM & ASSET	CONTACT PERSON		
CONTACT PERSON	AVIWE MANCIYA	TELEPHONE NUMBER		
TELEPHONE NUMBER		FACSIMILE NUMBER		
FACSIMILE NUMBER		E-MAIL ADDRESS		
E-MAIL ADDRESS	aviwe@bcmda.org.za			

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> NO <input type="checkbox"/> YES
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> NO <input type="checkbox"/> YES
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO

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

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

**SIGNATURE OF BIDDER:** ..... **DATE:** .....

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



## **TERMS OF REFERENCE**

**REQUEST FOR INVESTOR DEVELOPER PROPOSALS FOR THE COMPLETION OF THE  
WATER WORLD RECREATIONAL PARK**

Buffalo City Metropolitan Development Agency ("BCMDA")

## TERMS OF REFERENCE

### 1. INTRODUCTION AND BACKGROUND

The Buffalo City Metropolitan Development Agency (BCMDA) is a municipal entity wholly owned by the Buffalo City Metropolitan Municipality (the City) and established in terms of S76 of the Municipal Systems Act, 32 of 2000. BCMDA was established as a profit company on 20 April 2016, in terms of the Companies Act, 1973 as amended. This allows the Agency to transact, generate funds and have a borrowing capacity to carry its mandate to increase economic growth through tourism, economic and social development as well as property management and commercialization.

The BCMDA is established as a juristic person operating as a municipal entity, which has been classified in terms of the Municipal Finance Management Act. As an entity of BCMM, the BCMDA thus extends the BCMM's capability with respect to the identification, planning and implementation of development projects for the benefit of the entire municipal area. Pursuant to this mandate BCMM regularly donates strategic parcels of land for development by BCMDA and or third parties. In all the instances funding and project implementation capability are required.

BCMDA is, through competitive bidding requesting potential investors and/or developer and/or investors with the capacity to originate funds, undertake property development, manage properties and facilities and commercialization property for the benefit of the City. The BCMDA's intention is to appoint an investor and/or developer to complete the existing construction Water World Fun Park per the existing designs, manage operations and to commercialise activities.

This initiative is undertaken as part of the Agency's Financial Sustainability Strategy which seeks to ensure that the agency can generate its own revenue towards sustainability. It must therefore be understood that in these transactions the BCMDA is also looking for its sustainability through a favorable commission structure, discounts, rent from leasehold, equity and other similar measures that will guarantee revenue for the agency whilst also benefitting the residents and the City through the entrance fees to the park.

It is incumbent on all investor and/or potential developer and/or investors to familiarize themselves and align their proposals to the various provisions contained in the policy and legislation regime in relation to public property and economic developments of this nature and especially the BCMM Tariff Book as published annually. The investor and/or potential developer and/or investor must ensure careful perusal of the TOR ensuring their full compliance to the required development framework for the Marina Glen A development as well as the other expected developments in the precinct.

## SITE DETAILS

The site is Waterworld in Westbank, East London. **GPS Co-ordinates -33.051792, 27.872584**



*Old Water World Facility*



## **PURPOSE OF DEVELOPMENT**

Water World has been utilised as a fun park where people gather with their friends and families. The site has previously hosted activities and has been open to the public for recreational activities. The BCMDA has reimagined the site into a modern entertainment destination. The vision of the project seeks to achieve is to have a fully integrated space that synergizes with the city. The project entails upgrading of the existing Water World facility located in Westbank, East London. It is one of Buffalo City Metropolitan strategic projects to uplift the local area and to attract tourists to the city.

The aim is to integrate this space to deal with socio-economic issues in the city:

- To promote tourism
- To create jobs
- To attract investment
- To create a functional space
- To match the city with some of the great cities in the country

**The Original Scope of works can be summarised as follows:**

1. Bulk Earthworks.
2. Water reticulation.
3. Power supply upgrade.
4. Electricity reticulation.
5. Sewer reticulation.
6. Stormwater System
7. Amphitheatre
8. Gabions
9. Building A New Main Entrance 1
10. Building B New Main Entrance 2
11. Building C New Ablutions.
12. Building D New Ablutions and Pump Room.
13. Building E Alterations Existing Ablutions West.
14. Building F Alterations Existing Ablutions East.
15. Climbing wall.
16. Outdoor gym.
17. Artworks and Sculptures.
18. Building G New Ablutions.
19. Building H New Ablutions.
20. Building I Workshop and Change Rooms.
21. New Swimming Pools.
22. Refurbishment of Super slide.
23. Construction of Sand Pit (Block N).
24. Clear Vu Fencing.
25. Parking area Paving.
26. Hawker Stalls.
27. Skate Park.
28. Landscaping.
29. Refurbishment of Tidal pools.
30. Super slide pools.
31. Bike Track.
32. Street furniture.
33. CCTV.
34. Access Road.
35. Stretch Tent.

## **PROGRESS OF EXISITNG DEVELOPMENT**

### **STATUS OF THE SITE**

The project consists of **built structures** and **external works**.

**The buildings comprise of:**

- ✓ **Building A; Main Entrance 1** – Structure is up, focus to be on climbing wall, entrance turnstiles and other minor incomplete works.



*Selection of pictures showing some of the incomplete works for building A : Exposed/unfinished window and door reveals, unfinished climbing wall and floor matts and unfinished internal floors.*



*Remedial work is required on the paving all around the Block A Building*



*Above is a depiction of the edging that is incomplete. The pavers need to be lifted and redone with compaction and layer works done correctly and the butting of the pavers done in a correct manner including the dressing and grouting.*

- ✓ **Building B; Pool Entrance 2** - Structure is up, focus to be on internal finishes snags, door and window snags, bridge snags and other minor snags.



*Selection of pictures showing some incomplete works for Building B: Bridge snags including storm water flows, brick and conc. Upstand edges to be neatened and exposed window sill edge bricks.*

- ✓ **Building C; New Ablutions** - Structure is up, focus to be on internal finishes snags, incomplete shower areas, incorrect fittings, and other minor snags.

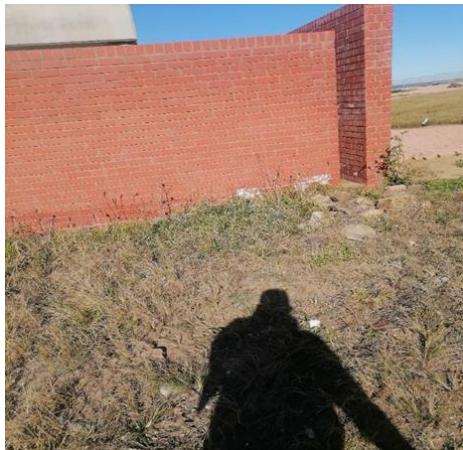


*Selection of pictures showing some of the incomplete works for Building C including unfinished floors, fittings to be edged and neatened amongst others.*

- ✓ **Building D; New Ablutions and Pump Room** - Structure is up, focus to be on internal finishes snags, incomplete shower areas, incorrect fittings, and other minor snags.



*Selection of pictures showing some of the snags to be done on Building D including Upstand and brick edge neatening and unvarnished timber window screens. Note that brickwork on all buildings need cleaning. Testing is also required of all the plant equipment and electrical items need to be rectified for operational purposes.*



*External works at Block D, mainly paving and landscaping need to be completed.*



*Paving at the entrance to the toilets needs to be completed and additional items such as final coat painting. Cleaning of face brickwork essential too.*



*Paving internally needs to be rectified and wall tiling at shower area plus internal plumbing.*

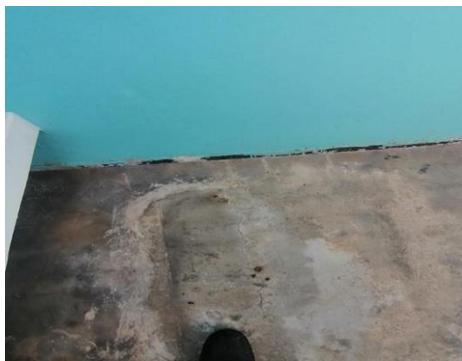
*The internal building life savers room installation seems 80%. This assumption is made through an assessment that is done via a window to the lifesaver's room. The ablution facilities have 50% wiring and require completing the final fix installation.*

The outdoor lights have not yet been installed and power to the pump room is yet to be installed.

- ✓ **Building E; Alterations Existing Ablutions West** - Structure is up, focus to be on minor snags. Contractor to check on state of internal finishes and fittings.



- ✓ **Building F; Alterations Existing Ablutions East** - Structure is up, focus to be on minor snags. Contractor to check on state of internal finishes and fittings.



*Grano to be completed on floor at block E shower area.*



*Efflorescence needs to be dealt with in a major way on all face brick surfaces. Potentially the contractor should factor in sealing face brick walls.*



*Specialist paint work needs to be completed. Landscaping around building needs to be rectified.*

- ✓ **Building G; New Ablutions** - Structure is up, focus to be on minor snags. Contractor to check on state of internal finishes and fittings. Some doors and windows not installed.

- ✓ **Building H; New Ablutions** - Structure is up, Contractor to check on state of internal finishes and fittings. Some doors and windows not installed.



*Selection of pictures showing some unfinished works on building G and H. They include uncleared brickwork and concrete edges, unfinished soffits, floors, and other fittings including external shower fittings.*



*Ramping and continuation of retention structure.*



*Ramp work needs to be completed in full – layer works, compaction and actual finish and retention structure.*



*This is an alternative angle to view the ramp to be built from the bottom upwards.*

- ✓ **Building I; Workshop and Change Rooms** - Structure is up, focus to be on minor snags.



*Weeding and cleaning externally needs to be done.*

- ✓ **Block K Hawker stalls** - Structure is up; Focus to be on minor snags. Tent structures to be installed.





*Efflorescence off the face brick walls and the removal using rubbing blocks of daga spills needs to be attended to.*

BUILDING STRUCTURES		
AMPHITHEATRE	50%	<b>Tensile Cables and Tent by specialist.</b> Complete concrete ramp (15m x 2,5m) Create Saw Cut joints on seating coping = 50m
BLOCK B (Bridge)	95%	Drill for ponding water = 2 off 50mm diameter on both sides.
BLOCK G (Tidal Abl.)	95%	Repair horizontal crack above door = 15m Complete retaining wall (3m high and 5m long)
BLOCK H (Tidal Abl.)	97%	Repair horizontal crack above door = 15m long
BLOCK I (Workshop)	90%	Roof planters at 20%. Screen wall around electric kiosk to be erected.

*The above is a summary in tabular format of the structural engineering aspects of the project with pictures depicted above in other sections.*

#### **EXTERNAL WORKS SCOPE OF WORKS EXTERNAL WORKS COMPRISE OF:**

- **Access road and parking** – Road almost complete. Minor snags and incomplete works to be undertaken.
- **General paving** – Major paving works incomplete. Major areas to be redone and made good. There is extensive paving remedial work to be looked into all around site. The civil engineer has recommended that large swathes of it be redone due to poor alignment and poor grouting plus the underlying layer works not properly compacted or correct material layed down.



- **Amphitheatre** – To install stretch tent & incomplete works.



*The above are the reinforced concrete anchors to tie down the fabric element which the stretch tent will take.*

*The steel structure is short of the top cone dome structural elements which are on site. Extensive surface paving needs to be complete and surface beds too with services included.*



*Incomplete paving at the amphitheatre – poor grouting and no layer works done correctly.*

- **Gabions** – Works complete. Several gabions to be fixed where damaged.



*Gabions need to be fixed with cages rectified and stones repaired.*

- **Artwork, sculptures, and signage** – not yet installed.

- **Street furniture** – Street furniture to be installed.
- **Skateboard rank** – Works complete.
- **Swimming pools** – Final finish layer (Marbelite and tiles) to be installed.
- **Tidal Pool area** – Fountain to be complete. Conc upstands to be power hosed.
- **Specialized Fittings for irrigation services** : The following items are not yet done:
  - ✓ Main line materials.
  - ✓ Sprayline materials.
  - ✓ Turf valve materials.
  - ✓ Dripline Materials.
  - ✓ Below is an example of the “Automation” which still needs to be completely resolved :



- **Fencing** – Fencing not complete. Sections of fence damaged.



*Fencing at top end of amphitheatre needs to be repaired.*

ITEM ASSESSED	% COMP.	REMARKS
<b>EXTERNAL WORKS</b>		
PAVING	60%	Road from racetrack: Remove and relay = 1 200m <sup>2</sup> . Parking Area: Remove and relay = 500m <sup>2</sup> . Smartstone Pavers = Remove and relay = 7 500m <sup>2</sup> . Interlocking Pavers = 280m <sup>2</sup> .
FENCING AND GATES	50%	Gates and existing panels to be checked and confirmed before erection. Erect Clear View fence (MOS) = 250m. Supply and erect fence (NEW) = 200m. Install 2 off 6m Gates (NEW).
KIDS SAND PIT	50%	Bike track layers and finishing not according to specification. Remove existing asphalt and associated layer works = 350m <sup>2</sup> . Do layer works, compact and lay hot mix asphalt as shown = 350m <sup>2</sup> . Create Saw Cut joints on seating coping = 50m.
GABIONS	97%	Remove damaged gabion boxes and install new = 50m <sup>3</sup> .
INTERNAL SEWER	80%	Complete internal sewer system complete with chambers.
EXTERNAL SEWER	0%	Install 100mm HDPE 2km.

## ELECTRICAL WORK PACKAGE

### Existing 150kva BCM Electrical Mini Substation

Due to the elevation of the building, the mini sub is in a trench therefore should it rain heavily there is a possibility of it exploding.

## BULK ELECTRICAL SUPPLY, ELECTRICAL KIOSK, AND CABLING

		COMMENTS	% COMP
	<b>Existing 150kva BCM electrical Mini sub</b> 	<p>To the elevation of the building the mini sub is in a trench and thus therefore could explode should it rain. Recommendation that this is prioritized and upgraded to 315kVA as soon as possible.</p>	
	<b>Electrical Distribution Kiosks</b> 	<p>2 Electrical distribution kiosks are installed%. EDK1 and EDK 3. EDK 3 is installed in wrong position. Still requires cabling, labelling and blanking.</p>	

 <p>SUPPLY RETICULATION TO DBS AND EDKs</p>	<p>Some of the cables have been cut short. This due to theft and only one (1) feeder is available. This requires testing to ensure that it is till complete.</p> <p>1 one(1) cable is not terminated- cut it is also short.    3 Two (2) cables installed and feeder for area lighting missing.    None of the cable sleeves are in place they may need to be checked for blockages and breakages.</p> <p>Earth continuity conductors installed.</p>	
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Lightning Protection System (LPS), Area Lighting & CCTV			
	Item	Comments	% comp.
	Area lighting	<p>The area lighting is mostly installed next to the main entrance however certain areas have incomplete pole installation, sleeves only, etc.</p> <p>Photocell or day-night sensors are not installed.</p> <p>Incorrect CBs installed to be replaced and correct termination done.</p> <p>Sleeves need to be checked and positioned correctly in certain areas.</p>	40%
	Lightning Protection System (LPS)	<p>The lightning protection system installation is incomplete even the complete portion has been vandalized with all copper taken away and conduits starting to rust.</p> <p>Some of the conduits running down conductors have been taken out.</p>	5%

	<p><b>Building A-main entrance</b></p> 	<p>The building has external light fittings installed. One (1) concrete mount socket outlet is missing. Some of the fittings are slightly damaged.</p> <p>Based on the outside condition of the building it is assumed that the internal socket outlets, lights, and power skirting are at 70% complete.</p> <p>The conduits will have to be cut off and properly sealed so that they are not visible anymore. The main contractor will have to plaster this section after the plaster.</p>	70%
			

	<p><b>Building B- Entrance and Bridge</b></p> 	<p>The outside installation is complete, photocell has not been installed, and the wiring to the bridge must be adjusted including the wiring of empty conduit and outdoor A/C isolator. 40%</p> <p>The undercover vapor-proof light fittings require covers and tubes.</p> <p>The internal is assumed to be 30% complete, DB is not installed.</p>
	<p><b>Building E &amp; F-Existing Ablution Male and Female</b></p> 	<p>The wiring has been done but due to damages from vandalism it is 70% and a final fix has not been installed. 20%</p>

	<b>Building G-Tidal Ablution West</b> 	<p>The internal building wiring is complete, but the outside building wiring is still outstanding.</p> <p>The switch wall box is not installed this has to be chased in.</p>	10%
			

<p><b>Building I-Workshop and Change Rooms</b></p>	 	<p>Wiring and DB have been installed however due to vandalism it needs to be doublechecked. Light fittings and socket outlets are also installed. The DB has also been installed it requires the completion of the wiring and labelling.</p>	<p>60%</p>
<p><b>Building L- Amphitheatre</b></p>		<p>Only sleeves for DB, stage lightbox, and control box have been installed however the contractor needs to double- check and rectify before pulling cables. Lighting and LPS have not yet been installed.</p>	<p>5%</p>

	<b>Building K &amp; M- New Hawkers Stalls &amp; Refuse</b> 	<b>Only two (2) lights are wired, and the rest do not have existing conduits for outside lights.</b> <b>All stalls have internal wiring for socket outlets.</b>	<b>20%</b>
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## MECHANICAL WORK PACKAGE

- ✓ Block D is the main focus and the pool reticulation plus filters and pumps. Testing and efficient running of the system must be a main priority factoring in some form of standby powering is vital as well.



- ✓ Depicted below are the new pools adjacent to the sea line.



*Need to complete internal painting and tiling in pools and external works.*



*Topping on edges and tiling to be completed and external works, piping to be done.*

N.B There is unquantified material on site, both for external and building works.

## **2. PURPOSE**

The BCMDA's intention is to appoint an investor and/or developer to complete the existing construction Water World Fun Park per the existing designs, manage operations and to commercialise activities.

## **3. OBJECTIVES OF THE PROPOSAL**

The objectives of the proposal submitted by the investor and/or developer must focus on the following:

- a. The investor and/or developer must demonstrate a track-record and profile in development of property, securing of tangible investments, legal support, finance, leasing, construction, and management of the proposed development at Water World Fun Park.
- b. The developer and/or investor must outline a development framework integrating social, cultural, heritage, and economic benefits to the designated site.
- c. Provide a proposed partnership agreement capturing a mutual beneficial term for BCMDA, the City and the investor and/or developer in pursuing the completion of the proposed redevelopment.
- d. Provide a clear financial and commercial model with projections to show the financial viability of the site in the long term.
- e. Outline the feasibility framework for review by BCMDA securing the long-term growth and sustainability of the proposed completion of development.
- f. The investor and/or developer must demonstrate their professional and technical resources to be used on the development.
- g. The investor and/or developer must outline the support framework in maintaining and sustaining proposed sporting, cultural or heritage infrastructure as part of the development.
- h. Outline and clearly indicate other commercial activities that can take place on site so as to ensure the operation and management is commercially viable and profitable to the operator.

## **4. CALL FOR PROPOSALS**

BCMDA is calling for investment and/or development proposals that are in line with the zoning rights of the land parcels.

This bid is non-committal and BCDMA reserves the right not to pursue the bid at any time and for whatever reason.

Please note that the facility and land **will not** be sold outright to the developer and/or investor but rather will be leased out on a long-term basis with an option to renew to the developer and/or investor and subject to the commercial viability of the proposition and endorsement by the BCMDA. Therefore, the development and viability must be structured on a leasehold basis, *viz* improvements on the land to be for the benefit of BCMDA upon expiry of the lease.

## 5. SCOPE OF WORKS FOR REDEVELOPMENT

The investor and/or developer is to complete the existing works based on the original design and thereafter commercialise the site to be viable over the long term:

### a) PHASE 1: REDEVELOPMENT PHASE

Undertake a review of the existing development, the extent of works and propose a plan with costing for completion of works and time frames to bring the site operational standard as envisaged in the original design.

### b) PHASE 2: NEW COMMERCIAL ACTIVITIES

Propose any other developments that can be undertaken on the site to improve the commercial and financial viability of the site through a comprehensive model and cash flow projections that must consider:

- I. The fixed cost of operations.
- II. The consideration of the City's tariff for entrance fees for residents as fixed. Make recommendations to the City to make adjustments.
- III. Further charges that may be levied for amusement, rides, activities etc inside the park.
- IV. Any other commercial activities can be undertaken on site such a restaurant, café, etc. that may be secured through anchor tenanting.
- V. Venue and event hire of the amphitheatre.
- VI. Parking fees.
- VII. Any other activity that can contribute to the commercial sustainability of the development.

### c) PHASE 3: OPERATIONS AND MANAGEMENT OF THE SITE

Develop a comprehensive management plan, operational model and cash flow projections that considers all the risks and rewards for the site to be operational viable and not dependant on City or BCMDA.

## 6. EXPECTED DELIVERABLES

The following key deliverables are required in the submission of a proposed bid.

### a. Legal

- I. Outline the framework of legal entities, operators and structures involved in the proposed investment/ development, elaborating on their scope of participation and involvement.
- II. Provide details of the appointed attorneys to act on the providers behalf.
- III. A Governance Model / Board Structure needs to be proposed, including various stakeholders, shareholders, participants, etc., and roles, responsibilities, and authority of each.
- IV. It would be important to also advise on the timeline / timeframe and process and procedures to get the governance structure functional and activated into the whole development process.

### b. Financial

- I. Provide a commercial feasibility framework of the proposed redevelopment. This is inclusive of the costs for completion of work and new commercial activities in a comprehensive financial model. This model should speak to the terms of the lease and vice versa.
- II. Provide a letter of intent from your financing house confirming interest in funding the project.
- III. Provide a sustainable business model for the capital infrastructure and operational modalities proposed.
- IV. Outline the local participation plan for the redevelopment.

**c. Commercial**

- I. Provide a term sheet of the proposed lease with BCMDA with a minimum land rental of between 1% and 4% initially and progression from there onwards and accordingly advise or propose such rental against either gross or net rental to be allotted to the BCMDA as a portion of such dues to BCMM.
- II. A full financial model with projections and clear assumptions indicating the viability of the site.
- III. Provide a Site Development Plan (SDP) of redevelopment.
- IV. Provide a redevelopment proposal capturing the providers response to achieving the objectives of the development.
- V. Provide a letter of intent from the proposed anchor and national tenant framework if any.

**d. Technical**

- I. Detail resources required for the redevelopment from BCMDA.
- II. Detail the statutory approvals, rezoning, bulk supply, and approval processes needing support from BCMDA in expediting the development process.
- III. A preliminary draft design of the development with artistic impressions that will be finalized and confirmed after the full-feasibility study.
- IV. A smart city plan of the development, which should display the use of Information Communication Technologies and Internet of Things to enhance the lifestyle of the targeted development.
- V. Outline the professional team and related entities to lead the development process.
- VI. Provide a high-level methodology with timelines for the redevelopment.
- VII. A stakeholder engagement plan.
- VIII. A marketing plan that aligns to the commercial terms and financial model.

**e. Social**

- I. Provide details of the proposed memorabilia plan from naming specific cultural and heritage spaces to including statues of icons of our local history in specific heritage spaces in the redevelopment.
- II. Develop a Corporate Social responsibility plan.
- III. BCMDA adheres to the required 30% minimum allocation of work to local BCMM SMME's, Uptake of equity by Local Business interest in BCMM and allocation of 30% participation in the Operations and Maintenance process,

and 70% local labour to ensure holistic buy-in and impact into any BCMDA driven development.

## **7. PERIOD/DURATION OF PROJECT/ASSIGNMENT**

The redevelopment will be completed within 12 months of the award and of signing of the property lease and partnership by all parties.

## **8. COSTING/COMPREHENSIVE REDEVELOPMENT BUDGET**

A comprehensive budget, commercial model, cash flow projects and capital expenditure as well borrowings etc must be provided inclusive of all projected redevelopment costs, compensation plan and the like.

## **9. IMPORTANT NOTES:**

The call for proposals is open for **30 days** to ensure investor and/or developers have sufficient time to submit **competitive, well prepared, and compliant proposals**. BCMDA will be available during this time to answer any questions that will assist in the development of the proposal.

BCMDA has a strong commitment to the fight against fraud and corruption and thus should any bidder be found to have unduly influenced any bid committee member, staff or board member in favor of their submission their bid will be automatically disqualified. Should you suspect any fraud these case reported to the BCMM Fraud Hotline Anonymously on (080) 066 8413.

BCMDA expects all bidders to ensure the accuracy of the submitted bid information, as a rigorous verification exercise will be conducted for all submitted information. If any misrepresentation of facts is discovered, then unfortunately that bid will be disqualified.

BCMDA, as an equal opportunities organization, wished all prospective bidders' success. It looks forward to a long working relationship with the winning developer and/or investors in re-imagining the future of BCMM.

## **10. COMPULSORY BRIEFING**

Mandatory Briefing Meeting ON SITE will be held on Wednesday, 17 January 2024 at 10:00 at Water World Fund Park, where representatives from the BCMDA will meet prospective bidders. Investors and/or developers must attend the briefing and complete the briefing register to qualify for selection.

## **11. EVALUATION PROCESS**

This procurement will follow a **four-stage** process:

- i. **Stage 1:** Mandatory compliance requirements:
- ii. **Stage 2:** Mandatory additional minimum requirements as listed as points **a – f** under **paragraph number 12** (expected deliverables). This will form part of the mandatory and fundamental requirements and failure to submit any one of them may render the proposal non-responsive.

- iii. **Stage 3:** PPPFA point calculation – pricing schedule.
- iv. **Stage 4:** The top three (3) proposals will be required to make presentations to the BAC for finalization of the process.

## 12. ASSESSMENT CRITERIA

Referring to the table below bidders must provide all required information (mandatory), failure to submit will lead to disqualification.

Assessment criteria	YES	NO
a. Phase 1: Redevelopment	Plan and costing to complete the development of the existing site based on the designs	
b. Phase 2: New Commercial activities	A plan to propose any other developments that can be undertaken on the site to improve the commercial and financial viability of the site through a comprehensive model and cash flow projections.	
c. Legal	<ul style="list-style-type: none"> <li>i. Outline the framework of legal entities and structures involved in the proposed development framework, elaborating on their scope of participation and involvement.</li> <li>ii. Advise on the timeline / timeframe and process and procedures to get the governance structure functional and activated into the whole development process.</li> <li>iii. Governance Model / Board Structure needs to be proposed, including various stakeholders, shareholders, participants, etc., and roles, responsibilities, and authority of each.</li> </ul>	
d. Financial / Commercial	<ul style="list-style-type: none"> <li>i. Provide a term sheet of the proposed lease with BCMDA with a minimum land rental or propose such rental against net rental to be allotted to the BCMDA as a portion of such dues to BCMM.</li> <li>ii. Provide a Site Development Plan (SDP) of redevelopment and new commercial activities.</li> <li>iii. A full financial model with projections and clear assumptions indicating the viability and sustainability of the site.</li> <li>iv. Provide a redevelopment proposal capturing the providers response to achieving the objectives of the development.</li> </ul>	
e. Technical	<ul style="list-style-type: none"> <li>i. Detail resources required in the development committee from BCMDA</li> <li>ii. A preliminary draft design of the development with artistic impressions (Stage 2, Project Management Handbook), that will be finalized and confirmed after the full-feasibility study</li> <li>iii. Outline the professional team and related entities to lead the development process.</li> <li>vi. Provide a high-level methodology with timelines for the redevelopment.</li> <li>vii. A stakeholder engagement plan</li> <li>viii. A marketing plan aligned to the commercial plan.</li> </ul>	
f. Social	<ul style="list-style-type: none"> <li>i. A corporate social responsibility plan.</li> <li>ii. BCMDA adheres to the required 30% minimum allocation of work to local BCMM SMME's, Uptake of equity by Local Business interest in</li> </ul>	

Assessment criteria	YES	NO
BCMM and allocation of 30% participation in the Operations and Maintenance process, and 70% local labour to ensure holistic buy-in and impact into any BCMDA driven development.		

### 13. PRICING SCHEDULE (FINANCIAL VALUE PROPOSITION)

Item	Total Rand Value	% of total fee proposals
1. Proposed total Business Proposal or re-development or investment amount: (as per revenue model)		
2. New commercial activities to be undertaken.		
3. Annual Rental Fee escalation- net rentals accruing to BCMDA/ BCMM <sup>1</sup>		

<sup>1</sup> PPPFA points will be based on the annual rental fee

## **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**

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**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 Applicable points system to this bid:
  - a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:
 

	<b>POINTS</b>
PRICE	90/80
SPECIFIC GOALS	10/20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>
- 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 DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.1.1. POINTS AWARDED FOR PRICE

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

**80/20**

**or**

**90/10**

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

**Where**

**Ps = Points scored for price of tender under consideration**

**Pt = Price of tender under consideration**

**Pmax = Price of highest acceptable tender**

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Required proof for specific goals claimed
B-BBEE Level one status contributor	7		B-BBEE certificate confirming B-BBEE level one status contribution
Enterprise located within the BCMM municipal area	8		Proof of Municipal account as per tender conditions above
Enterprise owned by majority black women	2		Detailed CSD report / detailed B-BBEE certificate demonstrating black women ownership
Enterprise owned by majority black youth	2		Detailed CSD report / detailed B-BBEE certificate demonstrating black youth ownership

<b>Enterprise owned by majority black disabled person(s)</b>	1		<b>Proof from Registered Medical Practitioner / SARS exemption (ITR-DD Form) / CSD detailed report</b>
<b>TOTAL POINTS</b>			

Should the 90/10 preferential points system be used, the points for specific goals will be allocated as follows:

<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 claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Required proof for specific goals claimed</b>
<b>B-BBEE Level one status contributor</b>	3.5		<b>B-BBEE certificate confirming B-BBEE level one status contribution</b>
<b>Enterprise located within the BCMM municipal area</b>	4		<b>Proof of Municipal account as per tender conditions above</b>
<b>Enterprise owned by majority black women</b>	1		<b>Detailed CSD report / detailed B-BBEE certificate demonstrating black women ownership</b>
<b>Enterprise owned by majority black youth</b>	1		<b>Detailed CSD report / detailed B-BBEE certificate demonstrating black youth ownership</b>
<b>Enterprise owned by majority black disabled person(s)</b>	0.5		<b>Proof from Registered Medical Practitioner / SARS exemption (ITR-DD Form) / CSD detailed report</b>
<b>TOTAL POINTS</b>	10		

#### **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:** .....

.....

.....

.....

## CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS<sup>2</sup>

### **PART 1 – FORM OF OFFER** (TO BE FILLED IN BY THE BIDDER)

a) I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents:

---

(Name of Company) accordance with the requirements stipulated in (bid number) **RFP 4 OF 2023** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

b) The offered total of the price inclusive of value added tax is:

---

**Rand (in words)**

R\_\_\_\_\_ **(in figures)**

c) Bidding documents, *viz*

- Invitation to bid;
- Proof of tax compliance status;
- Pricing schedule(s);
- Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

d) I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

e) 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.

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<sup>2</sup> "Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.

- f) I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
- g) I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- h) Certify that the information furnished on declaration forms is true and correct.
- i) I accept that, in addition to cancellation of a contract, action may be taken against me should the declarations proved to be false.
- j) A Service Level Agreement (SLA) will be signed on acceptance of your offer which will detail the conditions of contract.
- k) I confirm that I am duly authorised to sign this contract.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Name & Surname: \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

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

Initials & Surname of Witness: \_\_\_\_\_

**PART 2 – ACCEPTANCE FORM**  
**(TO BE FILLED IN BY BCMDA)**

a) I \_\_\_\_\_ in my capacity as

accept your bid under reference number **RFP 4 OF 2023** for the leasing of property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).

- b) I undertake to make the leased property/ goods/services available in accordance with the terms and conditions of the contract.
- c) I confirm that I am duly authorized to sign this contract.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Name & Surname: \_\_\_\_\_

Capacity: \_\_\_\_\_

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

Name of Institution: \_\_\_\_\_

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

Initials & Surname of Witness: \_\_\_\_\_

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes	No
<b>4.1.1</b> If so, furnish particulars:			
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes	No
<b>3.2.1</b> If so, furnish particulars:			

<b>4.3</b>	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1 If so, furnish particulars:			
<b>4.4</b>	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1 If so, furnish particulars:			

### **CERTIFICATION**

a) I, the undersigned,

(full name \_\_\_\_\_) certify that the information furnished on this declaration form is true and correct.

b) I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

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

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

Name of Bidder: \_\_\_\_\_

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

---

1. This Municipal Bidding Document (MBD) 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 *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This MBD 9 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:
  - a) Includes price quotations, advertised competitive bids, limited bids and proposals.
  - b) Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete. 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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I, the undersigned, in submitting the accompanying bid:

**REQUEST FOR INVESTOR DEVELOPER PROPOSALS FOR THE COMPLETION OF  
THE WATER WORLD RECREATIONAL PARK – RFP NO: 15 OF 2023.**

in response to the invitation for the bid made by: **BUFFALO CITY METROPOLITAN  
DEVELOPMENT AGENCY**

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

**Joint venture or Consortium** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. 4

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.

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Signature

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Date

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Position

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Name of Bidder

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## **BCMDA SPECIAL CONDITIONS OF CONTRACT [SCC]**

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### **Bidders must take note of the following Special Conditions:**

- 1. Bidders submitting proposals should provide:**
  - a) A letter of reference from either the current or previous client that are organs of the state signed by the Accounting Officer as testimony of the bidder's ability to execute the services required.
- 2. Bidders should also note that offers will only be accepted if:**
  - a) the firm is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate issued by SARS;
  - b) the firm or any of its directors, partners or associates are not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
  - c) The Bidder has not:
    - i. Previously abused any municipality's Supply Chain Management System; or
    - ii. failed to pay any municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three (3) months;
    - iii. failed to perform on any previous instruction and has been given a written notice to this effect;
  - d) The firm has no conflicts of interest which may impact on the firm's ability to perform instruction in the best interests of the municipality or potentially compromise instructions.

### **3. Confidentiality**

The successful bidder shall be required to maintain strict confidentiality of all information acquired during the course of the project.

**N.B: Proposals that fail to comply with the abovementioned special conditions shall be disqualified.**

## **BCMDA GENERAL CONDITIONS OF CONTRACT (GCC)**

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The purpose of this section of the Bid document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

### **TABLE OF CLAUSES**

- 1. Definitions
- 2. Application
- 3. General
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- 5. Use of contract documents and information; inspection
- 6. Patent rights
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- 8. Inspections, tests and analysis
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **1. DEFINITIONS**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of

the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

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

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the

contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.1 Except for purposes of performing the contract.

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

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

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

## **5. Patent rights**

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

## **7. Performance security**

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

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

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

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

4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the

supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

15.3 The purchaser shall promptly notify the supplier in writing of 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 and detailed in the Service Level Agreement (SLA) or as per clause 12.1 of SCC.

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

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

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-

mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

## **32. Taxes and duties**

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

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

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

## **33. National Industrial Participation (NIP) Programme**

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

#### **34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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## JOINT VENTURE DISCLOSURE FORM

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### GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

### 1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address .....
- .....
- .....
- c) Physical address.....
- .....
- .....
- d) Telephone.....

e) Fax .....

2. **IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

2.1(a) Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm .....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm .....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm .....

Postal Address.....

Physical Address.....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) ..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %

c) Affirmable Joint Venture Partner percentages in respect of: \*

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)	
b)	
c)	
d)	
e)	

AFFIRMABLE PARTNERS	JOINT VENTURE	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

## 7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....  
.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

(c) Signing, co-signing and/or collateralising of loans

.....

(d) Acquisition of lines of credit

.....

(e) Acquisition of performance bonds

.....

(f) Negotiating and signing labour agreements

.....

## 8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

(c) Describe the management structure for the Joint Venture’s work under the contract

.....

MANAGEMENT DESIGNATION	FUNCTION /	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

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Signature.....

Duly authorised to sign on behalf of .....

Name .....

Address.....

Telephone .....

Date .....

Signature.....

(Continue as necessary)

## COMPANY COMPOSITION

## **GENERAL**

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required, the ownership must accumulate to 100%.

## **DECLARATION OF BIDDER**

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

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

**Signed**

**Name**

**Enterprise Name**

## **BID CHECK LIST**

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Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The total price from the pricing schedule has been carried forward to the Form of Offer and also on the MBD 1 Form.
4. All sections requiring information have been completed.
5. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and all other documents as described in the Returnable Documents above.
6. The bid document is submitted on or before **12h00** on the due date **16 FEBRUARY 2024** at the designated TENDER BOX of the BCMDA.
7. BCMDA bid documentation completed in ink and in full. Bidder must ensure that the bid documents by BCMDA are returned in-tact, in original page number sequence and no attachments may disturb this sequence

**Bidders are encouraged to submit clearly referenced bidding documents.**