



KWAZULU-NATAL PROVINCE

PUBLIC WORKS & INFRASTRUCTURE REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER – BID ZNT 11/24/25: THE SALE OF FIVE (5) IMMOVABLE ASSETS (BUILDINGS) FOR THE KZN DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

Company/Bidder Name	
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Bids are invited from prospective individuals, entities who satisfy and conform to the Department's transformation/disposal strategy (obtainable on the Department's website) for the sale of five (5) immovable assets (buildings) recorded as assets on the fixed asset register of the KwaZulu-Natal Department of Public Works and Infrastructure. This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations, 2022.

The evaluation criteria are divided into four phases:

1. PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

- (a) The bid submitted must be complete in all respects.
- (b) The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
PART A	INVITATION TO BID (SBD 1)
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION G	FORM OF OFFER
SECTION F	DECLARATION OF INTEREST (SBD 4)
SECTION H	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
SECTION I	AUTHORITY TO SIGN THE BID

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered as non-responsive.

2. PHASE 2: MANDATORY DOCUMENTS REQUIRED

Bidders are required to submit a letter of intent to provide a 10% payment guarantee per property from a registered financial institution with the bid offer. This is based on the tendered price.

Failure to comply with the mandatory requirement shall result in the offer being considered as non-responsive.

3. PHASE 3: SPECIFIC GOALS 80/20 PREFERENCE POINT SYSTEM

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price, and 20 points will be allocated for specific goals as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Ownership by Black People Documentary Proof Required: 1) Original Sworn Affidavit not older than three months; signed and dated by Commissioner of Oaths	5
Ownership by People who are Youth. Documentary Proof Required: 1) Certified copy of Identity Document/s 2) Certified copy SANAS Approved BBEE Certificate	5
Ownership by People living with Disabilities. Documentary Proof Required: 1) Original or Certified copy of an original medical certificate from a registered medical practitioner 2) Certified copy of Identity document/s"	5
Ownership by People who are Women. Documentary Proof Required: 1) Certified Copy of Identity Document/s"	5

It is mandatory for tenderers to complete the table in Section E, paragraph 2.3 page 11 to claim points for specific goals. Failure to complete the table in Section E, paragraph 2.3, page 11 shall be interpreted to mean that the points for specific goals are not claimed.

4. PHASE 4: OBJECTIVE CRITERIA

In line with Section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), the following objective criteria will be utilized in the evaluation of the bid:

- Developers, consortiums, trusts, agents, property practitioners, beneficiaries of any previous land redistribution schemes, landlords who are lessors to any government institutions, will not be given preference. CSD reports and Deeds office searches will be used to verify same.
- Multiple awards will not be considered unless in exceptional circumstances where there are limited responsive bid offers for a particular immovable asset.

5. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

SCM enquiries may be directed to:

Ms. L. Ngcobo Tel. No. (033) 355 5440/ e-mail: scmenquiries@kznworks.gov.za

Technical enquiries may be directed to:

Ms R Asaram: Tel No (033) 355 5568/ 5412 email: rookshana.asaram@kznworks.gov.za

6. COMPULSORY BRIEFING SESSION

Bidders to note that a tender briefing meeting will not be convened. All queries related to this bid document can be submitted to scmenquiries@kznworks.gov.za; quoting the relevant ZNT number as a reference. Consolidated responses will be tabulated and posted on the departmental website where this tender has been advertised for all prospective bidders to take note of.

7. COLLECTION OF BID DOCUMENT

Bid document can be obtained at no cost from Departmental Website www.kznworks.gov.za / or from the E-Tender Portal.

8. CLOSING OF BID

The closing date and time for receipt of Tenders is **4 AUGUST 2025 AT 11:00 am**.

Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor at the KZN Department of Public Works and Infrastructure

O.R. Tambo House Building 191 Prince Alfred Street
Pietermaritzburg
3200

9. NOTE TO BIDDERS

BIDDERS MUST SUMIT SEPARATE BID DOCUMENTS FOR EACH IMMOVABLE ASSET (BUILDINGS) THEY WISH TO TENDER FOR.

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

BID NUMBER:	ZNT 11/24/25	CLOSING DATE:	4 AUGUST 2025	CLOSING TIME:	11H00
DESCRIPTION	THE SALE OF FIVE (5) IMMOVABLE ASSETS (BUILDINGS) AS RECORDED IN FIXED ASSET REGISTER OF THE KZN DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE				

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

KZN Department of Public Works and Infrastructure, Oliver Tambo House Head Office

191 Prince Alfred Street, Pietermaritzburg ,3200

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Lindiwe Ngcobo	CONTACT PERSON	Ms R Asaram
TELEPHONE NUMBER	033 355 5440	TELEPHONE NUMBER	033 355 5568/5412
E-MAIL ADDRESS	scmenquiries@kznworks.gov.za	E-MAIL ADDRESS	rookshana.asaram@kznworks.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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 BELOW.		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS AND OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4 BIDDERS MUST SUBMIT SEPARATE BID DOCUMENTS FOR EACH IMMOVABLE ASSET (BUILDINGS) THEY WISH TO TENDER FOR.

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED.....
(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION C

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

- a. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- b. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- c. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- d. Bids submitted must be complete in all respects.
- e. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
- f. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
- g. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
- h. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
- i. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
- j. No bid submitted by telefax, telegraphic or other electronic means will be considered.
- k. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
- l. Any alteration made by the bidder must be initialled.
- m. Use of correcting fluid is prohibited
- n. Bids will be opened in public as soon as practicable after the closing time of bid.
- o. Where practical, prices are made public at the time of opening bids.
- p. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- q. Bidder must initial each and every page of the bid document.
- r. **Bidders must submit separate bid documents for each immovable asset (buildings) they wish to tender for.**

NB: Failure to comply with the above instructions may result in your bid being disregarded

SECTION D

Applicable		Not Applicable	x
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OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Bid Reference No:

Goods/Service/Work: _____

This is to certify that (bidder's representative name)

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative

(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp With Signature	

SECTION E TERMS OF REFERENCE

THE SALE OF FIVE (5) IMMOVABLE ASSETS (BUILDINGS) FOR THE KZN DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

1. SPECIFICATION

- 1.1 The Department of Public Works and Infrastructure is the custodian of all provincial immovable assets within the Province of KwaZulu-Natal. The Department is guided by the Kwazulu-Natal Land Administration Act 2014 and all other applicable legislation to regulate the administration and disposal of immovable assets.
- 1.2 The Department intends to release immovable assets (buildings) throughout the Province of KwaZulu-Natal for disposal.
- 1.3 The list of immovable assets are as follows:

NO.	PROPERTY DESCRIPTION	STREET ADDRESS	MUNICIPALITY	EXTENT	GPS Co-ordinates	RESERVE PRICE
1.	ERF 2393 NEWCASTLE	09 INDUSTRIAL ROAD, NEWCASTLE (OFFICE BUILDING))	NEWCASTLE	0,3631ha	29,946665 -27,758711	R 2 310 000.00
2.	PORTION 1 OF ERF 99 HLUHLUWE	ZEBRA STREET, HLUHLUWE (OFFICE BUILDING)	BIG 5 HIABISA	0,3351ha	32,272629 -28,020134	R 2 200 000.00
3.	REMAINDER OF ERF 3126 PIETERMARITZBURG (PORTION 25 (OF 1) OF ERF 3126 PIETERMARITZBURG PORTION 26 (OF 1) OF ERF 3126 PIETERMARITZBURG	1 PRINCE ALFRED STREET (WORKSHOP STRUCTURES ONLY, ALL KNOWN AS MASONS MILL DEPOT)	UMSUNDUZI		30,367264 -29,626114	R 29 700 000.00
				0,9067ha		
				0,0807ha	30,367264 -29,626114	
				0,0555ha	30,367264 -29,626114	
4.	ERF 137 PORT SHEPSTONE ERF 138 PORT SHEPSTONE	36/37 RIDGE ROAD RESIDENTIAL HOUSE	RAY NKONYENI	0,1394ha	30,452364 -30,746151	R 374 000.00

5.	REMAINDER OF ERF 2641 AMANZIMTOTI	43 SEADOONE ROAD PREFAB STRUCTURE	ETHEKWINI	0.6491 ha	30,871507 -30,067192	R 3 520 000.00
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1.4 The aerial photographs of the immovable assets (Buildings) is been provided by the Department on the departmental website www.kznworks.gov.za. (contact Ms Asaram at 033 - 355 5412/rookshana.asaram@kznworks.gov.za or Ms X Ntanzu at 033-355 5582)

1.5 The reserve price will only be utilized for purposes of evaluation.

2. EVALUATION CRITERIA

The evaluation criteria are divided into four phases as indicated below:

2.1 PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

- (c) The bid submitted must be complete in all respects.
- (d) The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
PART A	INVITATION TO BID (SBD 1)
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION G	FORM OF OFFER
SECTION F	DECLARATION OF INTEREST (SBD 4)
SECTION H	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
SECTION I	AUTHORITY TO SIGN THE BID

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered as non-responsive.

2.2 PHASE 2: MANDATORY DOCUMENTS REQUIRED

Bidders are required to submit a letter of intent to provide a 10% payment guarantee per property from a registered financial institution with the bid offer. This is based on the tendered price. e.g., Official letter from a registered financial institution.

Failure to comply with the mandatory requirements shall result in the offer being considered non-responsive.

2.3 PHASE 3: PRICE AND SPECIFIC GOALS 80/20 PREFERENCE POINT SYSTEM

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price, and 20 points will be allocated for specific goals as follows:

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)	Number of points claimed (80/20 system) (To be completed by the tenderer))
Ownership by Black People Documentary Proof Required: 1) Original Sworn Affidavit not older than three months; signed and dated by Commissioner of Oaths	5	
Ownership by People who are Youth. Documentary Proof Required: 1) Certified copy of Identity Document/s 2) Certified copy SANAS Approved BBEE Certificate	5	
Ownership by People living with Disabilities. Documentary Proof Required: 1) Original or Certified copy of an original medical certificate from a registered medical practitioner 2) Certified copy of Identity document/s"	5	
Ownership by People who are Women. Documentary Proof Required: 1) Certified Copy of Identity Document/s"	5	

It is mandatory for tenderers to complete the table above to claim points for specific goals. Failure to complete this table shall be interpreted to mean that the points for specific goals are not claimed.

2.4. PHASE 4: OBJECTIVE CRITERIA

In line with Section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), the following objective criteria will be utilized in the evaluation of the bid:

- Developers, consortiums, trusts, agents, property practitioners, beneficiaries of any previous land redistribution schemes, landlords who are lessors to any government institutions, will not be given preference. CSD reports and Deeds office searches will be used to verify same.
- Multiple awards will not be considered unless in exceptional circumstances where there are limited responsive bid offers for a particular immovable asset.

2.5 The reserve price will only be utilized for purposes of evaluation.

3. VALIDITY PERIOD

Your bid price must be valid for a period of 180 days from the closing date of the bid.

SECTION F

SPECIAL CONDITIONS FOR THE SALE OF FIVE (5) IMMOVABLE ASSETS (BUILDINGS) FOR THE KZN DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

- 3.1 The Department has published the Section 5 Notices signed by the MEC: Public Works and Infrastructure in terms of the KwaZulu- Natal Administration Act 2014 on 23 May 2025, giving notice of intention to dispose of the list of immovable assets as contained in this bid. Written submissions or objections may be lodged within the period of 30 days from date of publication for consideration by the MEC: Public Works and Infrastructure. The Department will only proceed with awarding of bids where no valid representations or objections are received.
- 3.2 The Department of Public Works and Infrastructure reserves the right to withdraw, replace or change the number of immovable assets at any stage during the bid process.
- 3.3 The specific terms and conditions of the Deed of Sale shall be prepared by the Department and signed by both the Seller and Purchaser upon finalisation of the award.
- 3.4 The bidder to take transfer of the immovable asset/s within 3 months of the signing of the agreement of sale. In line with MORA, any delays by the Purchaser will attract interest as a penalty and will be calculated from the date the Purchaser is placed in MORA.
- 3.5 The Department will allocate a conveyancing attorney from their panel of conveyancers for the transfer of the immovable asset into the name of the purchaser. All related costs will be borne by the Purchaser.
- 3.6 The bidder shall be liable for all costs associated with any survey, (if any) of the Property and the preparation and obtaining of all sub-divisional diagrams as well as all costs of registering transfer of the Property into the name of the Purchaser.
- 3.7 The Purchaser shall be responsible for vacant occupation and or any rezoning (if required) after taking transfer.
- 3.8 Should any of the buildings contained be regulated by AMAFA, these costs will be for the account of the successful bidder.
- 3.9 The Bidder is responsible to do due diligence in terms of property investigation, including inspecting the immovable asset, obtaining zoning information etc. The aerial photographs of the immovable assets has been provided by the Department as a link to the bid document on the Departmental Website www.kznworks.gov.za.
- 3.10 If a property is illegally occupied or becomes illegally occupied at any stage in the process of disposal, the department will not be responsible. The bidder may withdraw from the purchase as there is **no guarantee** that free and vacant possession will be given on registration of transfer. The property is sold “voetstoets”

SECTION G
FORM OF OFFER

THE SALE OF FIVE (5) IMMOVABLE ASSETS (BUILDINGS) AS RECORDED IN THE KZN DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE ASSET REGISTER

BIDDERS MUST SUMIT SEPARATE BID DOCUMENTS FOR EACH IMMOVABLE ASSET (BUILDINGS) THEY WISH TO TENDER FOR.

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

BIDDERS' ATTENTION IS DRAWN TO THE SPECIAL CONDITIONS CONTAINED IN SECTION H FOR WHICH THE ASSOCIATED COSTS MUST BE ALLOWED FOR IN THE BID PRICE

PROPERTY NO: _____ *(as per page 9-10 of the terms of reference)*

PROPERTY DESCRIPTION

(as per page 9-10 of the terms of reference)

1. PRICE IN FIGURES : R.....

2. AMOUNT IN WORDS:

.....

.....

NAME OF BIDDER:

SIGNATURE

DATE:

SECTION H

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, shareholder etc):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:

* "State" means –

- (a) 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);
- (b) any municipality or municipal entity;

- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:
 Name of state institution to which the person is connected:
 Position occupied in the state institution:

Any other particulars:

2.8 Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

2.10.1 If so, furnish particulars.

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

.....

2.9.1 If so, furnish particulars.

.....

.....

YES / NO

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

YES / NO

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

SECTION I

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERS HIP	(V) CO- OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NB: All directors involved in a company /bid must sign Authority to Sign A Bid Section I

SECTION J

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that,

if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Ownership by Black People Documentary Proof Required: 1) Original Sworn Affidavit not older than three months; signed and dated by Commissioner of Oaths	5
Ownership by People who are Youth. Documentary Proof Required: 1) Certified copy of Identity Document/s 2) Certified copy SANAS Approved BBBEE Certificate 3) Original Sworn Affidavit not older than three months, signed and dated by Commissioner of Oaths	5
Ownership by People living with Disabilities. Documentary Proof Required: 1) Original or Certified copy of an original medical certificate from a registered medical practitioner 2) Certified copy of Identity document/s" 3) Original Sworn affidavit, signed and dated by Commissioner of Oaths.	5
Ownership by People who are Women. Documentary Proof Required: 1) Original Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"	5

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:

5. The information furnished is true and correct;
6. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
7. 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;
8. 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 –
 - disqualify the person from the tendering process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - 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
 - forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

- 2 Preference points stipulated in respect of a tender must include preference points for equity ownership by HDPs.
- 3 The equity ownership contemplated in sub-paragraph (a) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- 4 In the event that the percentage of ownership contemplated in sub-paragraph (b) changes after the closing date of the tender, the tenderer must notify the relevant organ of state and such tenderer will not be eligible for any preference points.
- 5 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- 6 Subject to sub-paragraphs (a), (b), (c) and (d), all claims made for equity ownership by an HDP must be considered according to the following criteria:
- 3 Equity within private companies must be based on the percentage of equity ownership;
- 4 Preference points may not be awarded to public companies and tertiary institutions;
- 5 The following formula must be applied to calculate the number of points for equity ownership by an HDP:

$$NEP = NOP \times \frac{EP}{100}$$

Where:

- NEP = Points awarded for equity ownership by an HDP
- NOP = The maximum number of points awarded for equity ownership by an HDP
- EP = The percentage of equity ownership by an HDP within the enterprise or business, determined in accordance with sub-regulations (a), (b), (c) and (d).

- 7 Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- 8 Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-paragraph (f) must be submitted to the relevant organ of state.
- 9 A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDP members, be entitled to equity ownership in respect of an HDP.
- 10 The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- 11 The points contemplated in sub- paragraph (i) must be added to the points scored for price, in order to establish the total number of points scored.
- 12 The contract must be awarded to the tender which scores the highest points.
- 13 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDP, may not subcontract more than 25% of the value of the contract to a person who is not an HDP or does not qualify for such preference.

SECTION K

AGREEMENT OF PURCHASE AND SALE

Entered into by and between:

**THE PROVINCIAL GOVERNMENT OF THE PROVINCE OF
KWAZULU-NATAL**

Herein represented by _____ in his capacity as
_____ duly authorized, or his duly
authorized representative
(hereinafter referred to as the "Seller")

AND

NAME OF PURCHASER

Herein represented by _____ in his/her capacity as
_____, duly authorized, or his/her duly authorized
representative.

(hereinafter referred to as the "the Purchaser")

1. PROPERTY SOLD

The Seller hereby sells to the Purchaser who hereby purchases the property described as: -

_____Registration Division FT, Province of KwaZulu-Natal,
in extent, held by Deed of Transfer.....

(hereinafter referred to as "the property")

2. PURCHASE PRICE

2.1 The Purchase Price of the property is the sum ofwhich purchase Price shall be secured by a bank guarantee approved by the Seller and furnished to the Purchaser's attorneys within 30 days from the date of signing hereof, failing which the agreement will lapse and be of no force and effect. The Purchase Price shall be paid to the Seller against registration of transfer of the property into the name of the Purchaser.

2.2 Failure on the part of: -

- (a) the Purchaser to sign any application for a Bond or Bonds or any other document/s necessary to procure the granting of registration of such Bond or Bonds, and, to furnish relevant information or to pay the costs of or incidental to registration of any Bond or Bonds; or
- (b) any person nominated to sign a Deed or Deeds of Suretyship or to furnish any relevant information demanded by the Seller or any prospective Bondholder, shall constitute a breach hereof by the Purchaser within the meaning of Clause 8 hereof.

3. CONVEYANCERS TO ATTEND TO REGISTRATION OF TRANSFER & BOND:

The conveyancer will be allocated by the Department from an approved panel of conveyancers.

4. TRANSFER COSTS AND FEES:

- 4.1 All expenses of and incidental to the preparation and registration of the documents of Transfer, Bond, including Transfer and Stamp Duty, or VAT(if applicable), are to be borne by the Purchaser, the documents for which shall be prepared by the Purchaser's Conveyancers whose estimated costs of transfer shall be paid on request by them. The Purchaser shall also be liable for all Bank Charges incurred by the Seller and the Conveyancers. The Purchaser shall not be entitled to the transfer of the property until the whole of the purchase price is secured in terms of Clause 2, and all interest and other charges including the Conveyancers estimate of the proportion of rates for which the Purchaser is liable, are paid in full.
- 4.2 The Property is to be registered into the name of the Purchaser within 3 (three) months from the date of signature of the sale agreement, failing which interest at the current prevailing rates will be levied against the purchase price until the date of transfer. This clause can only be waived by the Seller should the delay be due to any unforeseen circumstances or delays.
- 4.3 The Purchaser will be liable for the costs of survey and sub-division of the property (if any).

5. ADJUSTMENTS:

Upon registration of transfer, the necessary adjustments in respect of the parties' liability in respect of portion of rents, rates, taxes, interest and other charges upon and relating to the property shall be made by the Conveyancer who shall, if they are holding funds, forthwith make payment in accordance with such adjustment.

6. RISK AND RATES:

- 6.1 All risk in and to the property shall pass to the Purchaser upon date of occupation.
- 6.2 The Purchaser shall pay all rates, taxes, insurances and levies from the date of registration.

7. VOETSTOOTS CLAUSE:

The property is purchased voetstoots, absolutely as it stands, and without any warranties, express or implied. The Purchaser is deemed to have made himself fully acquainted with the property, its nature, condition, extent, beacons, locality and the buildings erected thereon; and the Purchaser purchases the property with all benefits to which it is legally entitled and subject to all defects (if any) whether latent or patent and all servitudes and conditions to

which it may be subject whether contained in the title deeds or otherwise, the Seller and/or his Agents being entirely free from all liability in respect thereof.

8. BREACH:

8.1 Should the Purchaser commit a breach of any of the terms and conditions of this Agreement at any time prior to the Registration of Transfer of the immovable property into the name of the Purchaser, then in that event, the Seller shall give to the Purchaser notice in writing requiring it to remedy its breach within SEVEN (7) days from date of receipt of such notice, failing which the Seller shall be entitled, at its discretion and without prejudice to any other rights in law, either to:

- (a) claim specific performance of the terms of the agreement, as well as any losses incurred by it as a result of the Purchaser's breach; or
- (b) cancel the agreement forthwith and without further notice claim and recover damages from the Purchaser.

8.2 In the event of cancellation, where the Purchaser is in occupation of the property, the Purchaser shall vacate the property without delay and restore immediate possession to the Seller.

8.3 In the event of the Purchaser disputing cancellation and remaining in occupation of the property after cancellation, the Purchaser shall continue to pay damages for holding over in the form of occupational rent, together with interest thereon, levies and all other charges incurred in respect of its continued occupation of the property.

8.4 Should the Seller be forced to instruct attorneys as a result of any breach by the Purchaser, the Purchaser shall be liable for all legal charges on the Attorney-and-Client scale, together with collection commission.

9. **DOMICILIA:**

All notices which may be required to be given in terms of this Agreement shall be deemed to have been effectively given:-

- (a) if delivered, upon delivery; and
- (b) if made by prepaid registered mail, within three (3) days after the time of posting;
- (c) provided the envelope containing the notice is delivered or mailed as aforesaid:-

(i) in the case of notice to the Seller, to:-

KwaZulu-Natal Department of Public Works

Oliver Tambo House

191 Prince Alfred Street

Private Bag X9041

PIETERMARITZBURG

PIETERMARITZBURG

3201

3200

(For Attention: Head: Public Works)

(ii) in the case of notice to the Purchaser, to:-

.....

.....

.....

10. CONSENT TO JURISDICTION OF THE MAGISTRATES COURT:

The parties hereby consent to the jurisdiction of any Magistrates Court having jurisdiction in respect of the Purchasers under the provisions of the Magistrates Court Act No. 32 of 1944 (or any amendment or re-enactment thereof) with reference to any legal proceedings arising out of the sale and/or the cancellation of the sale, irrespective of the amount of relief claimed in such proceedings.

11. NON-WAIVER:

No indulgence granted by the Seller to the Purchaser in connection with any of the Purchaser's obligation under the sale shall constitute a waiver by the Seller of any of their rights under the sale except insofar as the Seller may expressly abandon such rights.

12. DATA PROTECTION:

- 12.1. In performing the obligations as set out in this Agreement, the Parties shall at all times:
- 12.1.1 comply with the provisions of all laws, which regulate the protection of personal data, including but not limited to the Protection of Personal Information Act 2013 and the Electronic Communications and Transaction Act 2002;
 - 12.1.2. comply with all laws, policies, and procedures relating to the protection, storage, handling, privacy, processing and retention of data as well as the destruction of data, including personal data;
 - 12.1.3. ensure that it shall not sell, offer for sale or dispose of or attempt to dispose of or create or allow the encumbrance over any data;
 - 12.1.4. ensure that it is able to identify all data relating to this Agreement separately from other data under its control;
 - 12.1.5. ensure that it does not disclose personal data of any of the Parties employee, other than in terms of this Agreement;
 - 12.1.6. ensure that it processes data for only the express purpose for which it was obtained;
 - 12.1.7. ensure that, once processed for the purposes for which it was obtained, all data will be destroyed to an extent that it cannot be reconstructed to its original form;
 - 12.1.8. ensure that it has all reasonable technical and organizational measures in place to protect the personal data from unauthorized access and/or use;
 - 12.1.9. ensure that all usernames and passwords affording access to the personal data remain secure, confidential and exclusively attributable to a specific employee; and
 - 12.1.10. notify the other Party of any actual or suspected breach of its security measures.

- 12.2 The parties agree that they may obtain personal information during the duration of the Agreement for the fulfilment of the rights and obligations contained herein and may further only process such information for the specific purposes for which it was obtained.
- 12.3 The parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to further processing.
- 12.4 The parties agree that they will destroy any information once it no longer serves the purpose for which it was collected in relation to this agreement, subject to any legal retention requirements. The information must be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organization.
- 12.5 The Parties warrant that it has the appropriate technical and organizational measures in place to safeguard the security, integrity and authenticity of all information being processed in terms of this agreement.

13. SEVERABILITY

Each of the provisions of this Agreement shall be considered as separate terms and conditions and in the event that, this Agreement is affected by legislation or any amendment thereto, or if the provision herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, than any such provisions shall be ineffective only to the extent of the illegality, prohibition or unenforceability and each of the remaining provisions thereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part thereof.

14. CESSION AND ASSIGNMENT

The Purchaser shall not be entitled to cede, assign or pledge its obligations in terms of this Agreement without the prior written consent of the Seller.

15. GENERAL:

- 15.1 In this document, the expression "the sale" means the Agreement between the Seller and the Purchaser to purchase the property in terms hereof.
- 15.2 Unless consistent with the context, the singular includes the plural and vice versa.
- 15.3 Words denoting the masculine gender include the feminine and neuter genders; and any word importing a person includes the Body Corporate.

15.4 This agreement constitutes the entire agreement between the parties and no amendment or variation hereto shall be of any force or effect unless reduced to writing and signed by both the parties.

SIGNED BY THE SELLER AT ON DAY OF 2025....

AS WITNESSES:

1. _____

2. _____

For the Seller, duly authorized

SIGNED BY THE PURCHASER AT _____ ON _____ DAY OF _____ 2025....

AS WITNESSES:

1. _____

2. _____

For the Purchaser, duly authorized