



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)

BID NO: H24/024 PF
Closing Date: 13 March 2025
Closing Time: 11:00
Bid Briefing Meeting Date: 27 January 2025
Bid Briefing Meeting time: 10:30

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

DPWI Regional office
Old magistrate court
21-23 Market square
Kimberley
8300

SCM SPECIFIC ENQUIRIES:

Enquires: **Fikile Ndwandwe**
Tel No: **012 406 1510** during office hours
Cell No: **N/A**
Email Address: Fikile.ndwndwe@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Mmalenyalo Mowa**
Tel No: **012 406 1305** during office hours
Cell No: **N/A**
Email Address: Mmalenyalo.mowa@dpw.gov.za

Table of Bid Documents	Page
SUMMARY OF BID INFORMATION	3
PA 32: INVITATION TO BID	4
PA-04 (GS): NOTICE AND INVITATION TO BID	7
1. <i>FUNCTIONALITY CRITERIA APPLICABLE</i>	7
2. <i>EVALUATION METHOD FOR RESPONSIVE BIDS</i>	7
3. <i>RESPONSIVENESS CRITERIA</i>	7
4. <i>METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS</i>	11
5. <i>BID EVALUATION METHOD</i>	11
6. <i>COLLECTION OF TENDER DOCUMENTS</i>	11
7. <i>SITE INSPECTION MEETING</i>	12
8. <i>ENQUIRIES</i>	12
9. <i>DEPOSIT / RETURN OF TENDER DOCUMENTS</i>	12
FUNCTIONALITY EVALUATION CRITERIA	13
TERMS OF REFERENCE/ SPECIFICATIONS	20
PRICING SCHEDULE	60
PA-11: BIDDER'S DISCLOSURE	61
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	65
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	67
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	69
DPW-16. TENDER BRIEFING MEETING CERTIFICATE	72
DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS	73
PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	75
DPW-09 PARTICULARS OF TENDERER'S PROJECTS	77
PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	79
SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL	84
SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL	87
PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)	89

SUMMARY OF BID INFORMATION

Bid Number	H24/024 PF	
Bid/ Project Description	REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)	
Bid Closing date & Time	Thursday, 13 March 2025	Closing Time: 11:00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> 27 January 2025	<i>Time of Bid Briefing (if any)</i> 10:30
Venue	DPWI Regional office, Old magistrate court, 21-23 Market square, Kimberley 8300	
SCM SPECIFIC ENQUIRIES:	Fikile Ndwandwe	Fikile.ndwndwe@dpw.gov.za
	012 406 1510	N/A
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Mmalenyalo Mowa	Mmalenyalo.mowa@dpw.gov.za
	012 406 1305	N/A
Bid Validity Period	180 calendar days	
Bid Document Price	R 500.00	
Procurement Plan Reference Number	N/A	

PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	H24/024 PF	CLOSING DATE:	Thursday, 13 March 2025	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					

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

DPWI Regional office, Old magistrate court, 21-23 Market square, Kimberley 8300

OR POSTED TO:

The Director General ,
Department of Public Works,
Private bag x 5002
Kimberley,
8300

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					
	TCS PIN:		OR	CSD No:	
Signature of Bidder		Date		
CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.))					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE TAXES)	R	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Mmalenyalo Mowa
CONTACT PERSON	Fikile Ndwandwe	TELEPHONE NUMBER	012 406 1305
TELEPHONE NUMBER	012 406 1510	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Mmalenyalo.mowa@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	N/A



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- | |
|---|
| <p>a) In respect of non-VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.</p> <p>b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.</p> <p>c) The price that appears on this form is the one that will be considered for acceptance as a firm and final offer.</p> <p>d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).</p> <p>e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and be deemed to be firm and final. No further correspondence shall be entered into in this regard.</p> |
|---|

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES
BIDDERS FOR:

Project title:	REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)		
Bid no:	H24/024 PF	Procurement Plan Reference no:	N/A
Advertising date:	Friday, 13 December 2024	Closing date:	Thursday, 13 March 2025
Closing time:	11:00	Validity period:	180 calendar days

1. FUNCTIONALITY CRITERIA APPLICABLE

- 1.1. The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

Functionality criteria ¹ :	Weighting factor:
TOTAL	N/A

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	70
--	----

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

2. EVALUATION METHOD FOR RESPONSIVE BIDS

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
---	---

2.1 The 90/10 Preference points scoring system will be applicable for this bid

3. RESPONSIVENESS CRITERIA

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

3.1. Indicate substantive responsiveness criteria applicable for this tender.
Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input checked="" type="checkbox"/>	Submission of record of attending compulsory briefing session.
7	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input type="checkbox"/>	Specify other responsiveness criteria
9	<input type="checkbox"/>	Specify other responsiveness criteria
10	<input type="checkbox"/>	Specify other responsiveness criteria
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	<p>Bidders are to provide a funding model to incorporate how and where funding will be sourced / raised, and it must include collateral to be pledged against such funding if required. The bidder is to demonstrate proof of availability or expression of interest to fund a maximum 100% of the development cost. This must include written support from</p> <p>Verifiable funding institutions or expression of interest to fund.</p> <ul style="list-style-type: none"> A letter from a registered funder with Financial Sector Conduct Authority (FSCA) confirming availability of a maximum 100% funding of the development cost; or A letter from a registered funder with Financial Sector Conduct Authority (FSCA) expressing an interest to fund a maximum 100% of the development cost; and <p>If there is a shortfall, bidder must demonstrate how they will fund the shortfall</p>

8	<input checked="" type="checkbox"/>	Submission of Annexure A-Tenant/Investor application Submission of the expression of Interest by a registered financial institution/ guarantor.a
9	<input checked="" type="checkbox"/>	Professional Registration documents with relevant relevant professional body
10	<input checked="" type="checkbox"/>	Submission of the latest 3 year audited financial statements certified by the accredited Chartered Accountant, with an average turnover of R20 million(Project value depended). Submission of 3 months Bank statement for Bidders who Tender in their personal capacity Professional Registration documents with relevant relevant professional body Submission of team members' CVs and qualifications

3.3. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1.	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input type="checkbox"/>	Specify other responsiveness criteria
13.	<input type="checkbox"/>	Specify other responsiveness criteria

14.	<input type="checkbox"/>	Specify other responsiveness criteria
-----	--------------------------	---------------------------------------

3.4. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

4.1. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or Any Account or statement which is in the name of the Bidder. Or Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	Select the relevant goal An EME or QSE or any entity which is at least 51% owned by black youth.	2	Select the Documentation <ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

5. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 90/10 preference point scoring system will be applicable

6. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address:
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.

A non-refundable bid deposit of **R 500.00** is payable (cash only) on collection of the bid documents.

7. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	DPWI Regional office, Old magistrate court, 21-23 Market square, Kimberley 8300		
Virtual meeting link:	(Type link here or indicate "N/A")		
Date:	<i>Date of Bid Briefing (if any)</i> 27 January 2025	Starting time:	<i>Time of Bid Briefing (if any)</i> 10:30

8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

DPWI Project Manager	Mmalenyalo Mowa	Telephone no:	Landline number
Cellular phone no	Cell number	Fax no:	Type Fax number here or indicate " NONE "
E-mail	Mmalenyalo.mowa@dpw.gov.za		

8.1 SCM enquiries may be addressed to:

SCM Official	Fikile Ndwandwe	Telephone no:	Landline number
Cellular phone no	Cell Number	Fax no:	Type Fax number here or indicate " NONE "
E-mail	Fikile.ndwndwe@dpw.gov.za		

9. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Closing Date: Thursday, 13 March 2025
Closing Time: 11:00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 5002 Kimberley, 8300 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure DPW Kimberley Regional office Old magistrate Building 21-23 Market Square Kimberley 8300
---	-----------	--

FUNCTIONALITY EVALUATION CRITERIA

Functionality criteria: ²	Weighting factor:
<p>1. Development Proposal</p> <p>Conformity of the Development Proposal to the vision for the property as expressed in the SDF and SG Diagram</p> <ul style="list-style-type: none"> i. Development Concept – High level conceptual design outlining the intended use, ii. Proposed site layout, extent of the buildings in square meters height, evaluations and floor plans, iii. Architectural aesthetic of the proposed development <p>Submission of all the three items listed above = 5 points</p> <p>No Submission = 0 points</p> <p>(A comprehensive development proposal outlining clear development concept accompanied by site layout and drawings)</p>	<p>10</p>
<p>2. Development Programme</p> <p>High level development programme including Inception Stage, Planning, Design, Construction and Commissioning.</p> <p>A high level plan indicating 5 stages and each timeframe for each stage = 5 points</p> <p>A high level plan indicating 0 of the 5 stages and each with timeframe for each stage or no submission = 0 points</p> <p>(High level development programme indicating clear stages and estimated timelines (Inception Stage, Planning, Design, Construction and Commissioning))</p>	<p>10</p>

²The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

<p>3. Development Experience of the bidding entity</p> <p>Bidder to indicate total value of development projects completed in the previous 10 years.</p> <p>Scoring will be based on the total value of development</p> <p>Above R750 million = 5 points</p> <p>Below R750million – R400million = 4 points</p> <p>Below R400 million – R100 million = 3 points</p> <p>Below R100 million – R50 million = 2 points</p> <p>Below R 50 million or no submission = 0 points</p> <p>(List of completed projects with clear project description, locations and project value (Please complete DPW-09))</p>	<p>10</p>
<p>4. Professional Team (Capacity And Experience)</p> <p>Must have 5 years post registration experience, provide CV's and Proof of Registration and maximum of 2 traceable references of work that is >R10 million as a combined professional fee for each project. This amount refers to combined consultants fee portion of the project value</p> <p>4.1 Architect</p> <p>Must have 5 years post registration experience (registration with relevant institutions/ statutory bodies and 2 traceable references</p> <ul style="list-style-type: none"> i. Proof of professional registration ii. Proof of 5 years post registration experience iii. Proof of 2 traceable references of work that is >R10 million for each project <p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the Architect without proof of registration, less than 5 years post registration and has less than 2 traceable references of work that is <R10 million for each project</p> <p>(Provide CV's and Proof of Registration documents and maximum of 2 traceable reference letters.)</p>	<p>5</p>

<p>4.2 Quantity Surveyor (Professional Team (Capacity And Experience))</p> <p>Quantity Surveyor (registration with relevant institutions/statutory bodies and traceable references)</p> <p>Proof of professional registration</p> <p>Proof of 5 years post registration experience</p> <p>Proof of traceable reference of work that is >R10 million for each project.</p> <p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the Pr QS without proof of registration less than 5 years post registration and has less than 2 traceable references of work that is >R10million for each project</p> <p>(Provide CV's and Proof of Registration documents and maximum of 2 traceable reference letters.)</p>	<p>5</p>
<p>4.3 All disciplines of Engineers (Electrical, Mechanical, Civil and Structural) (registration with relevant institutions/statutory bodies and traceable references)</p> <p>(Professional Team (Capacity And Experience))</p> <p>i. Proof of professional registration</p> <p>ii. Proof of 5 years post registration experience</p> <p>iii. Proof of 2 traceable references of work that is >R10million for each project</p> <p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the Engineer without proof of registration less than 5 years post registration and has less than 2 traceable references of work that is >R10million for each project</p> <p>(Provide CV's and Proof of Registration documents and maximum of 2 traceable reference letters.)</p>	<p>5</p>

<p>4.4 Project Manager (registration with relevant institutions/statutory bodies and traceable references)</p> <ul style="list-style-type: none"> i. Proof of professional registration ii. Proof of 5 years post registration experience iii. Proof of 2 traceable references of work that is >R10 million for each project <p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the PM without proof of registration, less than 5 years post registration and has less than 2 traceable references of work that is >R10million for each project.</p> <p>(Provide CV's and Proof of Registration documents and maximum of 2 traceable reference letters.)</p>	<p>5</p>
<p>4.5 Site Manager</p> <ul style="list-style-type: none"> i. Proof that the site Manager has in excess of 5 years relevant work experience ii. Proof of the Site Manager has completed 2 projects the last 5 years <p>Submission of all two required proof of information as stipulated above = 5 points</p> <p>Submission of less than two required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to Site manager with less than 5 years of experience and have not completed 2 projects in the last 5 years.</p> <p>(Site manager/s to submit profiles, CVs indicating experience and qualifications (with minimum of 5 years experience))</p>	<p>5</p>
<p>5 Registered Health and Safety Officer</p> <ul style="list-style-type: none"> i. Proof of professional registration as health & Safety Officer ii. Proof that the Health & Safety Officer has in excess of 3 years relevant work experience iii. Proof of the Health & Safety Officer has completed 2 projects in the last 5 years <p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to Site manager with less than 5 years of experience and have not completed 2 projects in the last 5 years.</p> <p>(Health and Safety Officer to submit CVs indicating experience and qualifications (with minimum of 5 years experience))</p>	<p>5</p>

<p>6 Social Facilitator</p> <ul style="list-style-type: none"> i. Proof that the Social Facilitator has in excess of 5 years relevant work experience ii. Proof of the Social Facilitator has completed 2 projects in the last 5 years. <p>Submission of all two required proof of information as stipulated above = 5 points</p> <p>Submission of less than two required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the Social Facilitator with less than 3 years of experience and has less than 2 traceable references of work that is for each project.</p> <p>(Social Facilitator to submit CVs indicating experience (with minimum of 5 years experience))</p>	<p style="text-align: center;">5</p>
<p>7 Main Contractor – Evidence of at least 3 or more Completed Projects of similar nature (i.e. Development/Building Conversion/Refurbishment)</p> <p>Proof of 3 or more similar projects = 5 points</p> <p>Proof of 2 similar project = 3 points</p> <p>Proof of 1 similar project = 1 points</p> <p>No work of similar project submitted = 0 points</p> <p>(Main Contractor to submit CVs indicating experience and qualifications (with minimum of 5 years experience). Evidence of at least 3 or more Completed Projects of similar nature (i.e. Development/Building Conversion/Refurbishment))</p>	<p style="text-align: center;">10</p>
<p>8 Transformation and Empowerment Plan</p> <ul style="list-style-type: none"> i. Job Creation including the Plan ii. During construction iii. After construction iv. Enterprise Development (during and after construction v. Training and Development Programme (throughout the lifecycle of the project) vi. Demonstrate how the development will benefit the local community and/or community based organisations. vii. Procurement of material from Local Suppliers viii. Partnership with Women, Youth, and People with disabilities owned companies. <p>Submission of all required proof of information as stipulated above = 5 points</p> <p>no submission = 0 points</p> <p>(Submission of all required proof of information as stipulated)</p>	<p style="text-align: center;">5</p>

<p>9 Investment Value</p> <p>Total realistic monetary investment value into the project based on the similar projects backed by the QS report/estimated development cost and a financial feasibility</p> <p>The proposed rental must exceed the holding costs of the property.</p> <p>Total investment value of development above R300 million = 5 points</p> <p>Total investment value of development less than R300million – R100 million = 4 points</p> <p>Total investment value of development less than R100 million – R50 million = 3 points</p> <p>Total investment value of development less than R50 million – R10 million = 2 points</p> <p>Total investment value of development less than R10 million – R1 million = 1 point</p> <p>Total investment value of development less than R1 million or total investment not specified = 0 points</p> <p>(QS report/estimated development cost and a financial feasibility)</p>	<p>10</p>
<p>10 Funding Model</p> <p>Bidders are to provide a funding model to incorporate how and where funding will be sourced/raised, and it must include collateral to be pledged against such funding if required. The bidder is to demonstrate proof of availability or expression of interest to fund a maximum 100% of the development cost. This must include written support from verifiable funding institutions or expression of interest to fund.</p> <ul style="list-style-type: none"> • Demonstrate ability to raise funds to the value of a greater than >R300million of the development cost = 5 points • Demonstrate ability to raise funds to the value of less than R300 – R200 million of the development cost = 4 points • Demonstrate ability to raise funds to the value of less than R200 – R100 million of the development cost = 3 points • Demonstrate ability to raise funds to the value of less than R100 – R50 million of the development cost = 2 points • Demonstrate ability to raise funds to the value of less than R50 – R10 million of the development cost = 1 points <p>Non – submission of any of the above or lack of demonstration of funding of any shortfall = 0 points</p> <p>(Submit expression of interest to fund the development cost.)</p>	<p>10</p>
<p>Total</p>	<p>100 Points</p>



TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: H24/024 PF

Bid/ Project Description: REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)

REAL ESTATE MANAGEMENT SERVICES

REQUEST FOR PROPOSAL:

LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES.

DPWI, hereby requests proposals from interested persons to submit the Request For Proposals (RFP) for long-term leasing and development of unutilised State owned immovable properties attached in the Tender document, for more information on the list please refer to the link on the DPW website.

THIS DOCUMENT CONSIST OF 43 PAGES, IT IS THE RESPONSIBILITY OF THE TENDERER / BIDDER TO SEE THAT ALL PAGES ARE INCLUDED IN THE DOCUMENT.

BIDDER:

CSD REGISTRATION:

CLOSING DATE:

CLOSING TIME:

THE BIDDER(S) MUST SUBMIT ORIGINAL SIGNED HARD COPY OF THE PROPOSAL FOR EACH SPECIFIC PROPERTY APPLYING FOR, INCLUDING ALL ANNEXURES AND RETURNABLES TO THE ADDRESSES BELOW CLEARLY MARKED IN BIDDER'S NAME BY 11:00 AM ON THE CLOSING DATE.

BID DOCUMENTS MAY BE POSTED TO:	DEPOSITED IN THE TENDER BOX AT:
MPUMALANGA PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 11280 Nelspruit, 1200 Attention: Mr. Phumudzo Semani (013 1010 147) Attention: Mr. Gibert Masuku (013 753 6371)	MPUMALANGA PROVINCE DPWI Regional Office, 30 Brown Street, Nedbank Building, Nelspruit, 1200



GAUTENG PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 229 Pretoria, 0001 Attention: Mr. Sylvester Tshilwane (012 310 5127) Attention: Ms. Mulalo Mbedzi (012 310 5211)	GAUTENG PROVINCE DPWI Regional Office, AVN Building, Cnr Thabo Sehume and Nana Sita Streets, Pretoria, 0001
GAUTENG PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X3 Braamfontein, 2017 Attention: Ms. Maphiwe Nkosi (011 713 6004)	GAUTENG PROVINCE DPWI Regional Office, 78 Mineralia Building, Cnr De korte and De Beer Street, Braamfontein,
FREE STATE PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 20605 Bloemfontein, 9300 Attention: Mr. Lyndon Henney (051 408 7540) Attention: Mr. Kachinga Mosoang (051 408 7355)	FREE STATE PROVINCE DPWI Regional Office, 18 President Brand Street, Bloemfontein.
WESTERN CAPE PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 Cape Town, 8000 Attention: Ms. Suzy Valentines (021 402 2157) Attention: Ms. Mothomone Rapudi (021 402 2003)	WESTERN CAPE PROVINCE DPWI Regional Office, Customs House, Lower Heerengracht Avenue, Cape Town, 8000
KWAZULU-NATAL PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 54315 Durban, 4000 Attention: Ms. Hemwathie Chunder (031 314 7098) Attention: Mr. Garron Beukes (031 314 7057)	KWAZULU-NATAL PROVINCE DPWI Regional Office, Corner Dr Pixley KaSeme and Samora Machel Streets, Durban, 4000
EASTERN CAPE PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 3913 Gqeberha, 6056 Attention: Ms. Noli Gqomo (041 408 2078) Attention: Ms. Ntombozuko Sicwebu (041 408 2099)	EASTERN CAPE PROVINCE DPWI Regional Office, Eben Donges Building, Hancock St, North End, Gqeberha, 6056
EASTERN CAPE PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 5007 Mthatha, 5099 Attention: Ms. Nokwanda Malindi (047 502 7106)	EASTERN CAPE PROVINCE DPWI Regional Office, 29 Sutherland Street, PRD 2 Building, Mthatha, 5099



NORTHERN CAPE PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 5002 Kimberley, 8300 Attention: Ms. Carmen Abrahams (053 838 52 87)	NORTHERN CAPE PROVINCE DPWI Regional Office, Old Magistrates Court, 21-23 Market Square, Kimberley, 8300
NORTH WEST PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 120 Mmabatho, 2735 Attention: Mr. Zwelithini Sibanda (018 386 5211)	NORTH WEST PROVINCE DPWI Regional Office, 810 Maisantwa, Luthuli Street, Unit 3, Mmabatho, 2735
LIMPOPO PROVINCE THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9469 Polokwane, 0700 Attention: Mr. Ofhani Netshitakani (015 293 8032)	LIMPOPO PROVINCE DPWI Regional Office, 78 Hans Van Rensburg Street, Sanlam Building, Polokwane, 0700
POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT	

TABLE OF CONTENT

CONTENT	PAGE
1. DISCLAIMER	6
2. INTERPRETATIONS, ABBREVIATIONS & DEFINITIONS, ACRONYMS	10



3.	BACKGROUND OVERVIEW	13
4.	TENDER ADVERT	14
5.	STATUS QUO	16
5.1	PROBLEM STATEMENT	16
5.2	GOALS AND OBJECTIVES OF LETTING OUT STATE-OWNED PROPERTIES TO INTERESTED INVESTORS:	17
6.	EVALUATION METHODOLOGY	19
6.1.	EVALUATION AND SCORING METHODOLOGY	19
6.2.	EVALUATION CRITERIA	20
7.	STAGE 3: EVALUATION FINANCIAL OFFER & PREFERENCE GOAL	37
8.	DPW OBJECTIVE CRITERIA: TRANSFORMATION AND EMPOWERMENT IN THE PROPERTY SECTOR	38
9.	GENERAL CONDITIONS OF THE REQUEST FOR PROPOSALS	38
10.	FORM AND ANNEXURES	42
11.	KEY DELIVERABLES FOR DEVELOPMENT PROPOSAL	42
11.1.	PROJECT PROPERTY OVERVIEW	43

1. DISCLAIMER

- 1.1. This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by the Property Management Trading Entity ("PMTE") or any of its advisers.
- 1.2. Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by PMTE or its advisers.
- 1.3. While all reasonable care has been taken in preparing this Request for Proposal (RFP) and other documents, they do not purport to be comprehensive or true and correct, the information has been prepared by PMTE in good faith, based on information obtained from various sources.
- 1.4. Neither PMTE nor any of its advisors accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated herein.
- 1.5. Save where expressly stipulated otherwise, no representation or warranty (whether express or implied) is or will be given by PMTE or any of its officers, employees, servants, agents, advisors or any other person connected to PMTE, in whatever manner with respect to the information or opinions contained in this RFP, or any document in relation to this RFP. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.
- 1.6. If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of PMTE or consultant to PMTE on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.



- 1.7. The terms and conditions set out in this RFP are stipulated for the express benefit of PMTE and, save as expressly stated to the contrary, may be waived at PMTE's sole discretion at any time.
- 1.8. PMTE reserves the right to use any part of the information and or proposals made by a Respondent in its RFP Response at any time and to include such information in any subsequent procurement documentation which may or may not be made available at any stage to any other persons responding to this RFP, without the obligation or liability to pay any compensation or reimbursement of any nature to any person pursuant to such adoption.
- 1.9. This RFP is provided solely for the purpose set out herein and is not intended to form any part or basis of any investment decisions by the Respondent, its shareholders, members or its lenders.
- 1.10. Each Respondent that accesses this RFP must make its own independent assessment of the information provided and seek additional advice (whether professional or otherwise) as it deems necessary.
- 1.11. The Bidder must ensure that he/she acquaints himself/herself with the correct information on the property notwithstanding the information provided by the state. The state will not be held liable for any salient problems or hidden defects that was not known during the due diligence performed by the Bidder. It is not compulsory for the department to accompany the bidders to view properties.
- 1.12. No Respondent, its shareholders, members, contractors, suppliers or lenders shall have any claim against PMTE, its officers, employees, servants, agents or Transaction Advisors, under any circumstances whatsoever, arising out of any matter relating to this RFP, including where such claim is based on any act or omission by PMTE, or any of its officers, employees, servants, agents or Transaction Advisors of any nature whatsoever, or where such claim is based on the content of, or any omission from, this RFP of any nature whatsoever.
- 1.13. Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided



may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of PMTE, nor may it be used for any other purpose than that for which it is intended.

- 1.14.** These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders, Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PMTE may require from time to time).
- 1.15.** All Confidential Information Provided (including all copies thereof) remains the property of PMTE and must be delivered to PMTE on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than PMTE and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.
- 1.16.** Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).
- 1.17.** Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of PMTE, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.
- 1.18.** PMTE is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that PMTE reserves the right to:

 - Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;



- Withdraw, amend the RFP or any part of it at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PMTE may require which have not been submitted to PMTE.
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PMTE to do so;
- Request audited annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.
- To adopt any proposal made by any bidder at any time and to include such proposal in any procurement document which may or may not be made available to other bidders.

1.19. All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and PMTE shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.



- 1.20.** PMTE will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.
- 1.21.** Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PMTE reserves the right to cancel the contract and/or place the Respondent on PMTE's list of Restricted Suppliers.
- 1.22.** PMTE reserves the right to negotiate market-related price with the preferred bidder after having concluded the evaluation processes. Alternatively, if the preferred bidder does not agree to a market related price, PMTE may negotiate a market related price with the bidder scoring the second highest points or cancel the bid; in the event the bidder scoring the second highest points does not agree to a market related price, PMTE may negotiate a market related price with the bidder scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PMTE will cancel the bid.
- 1.23.** PMTE reserves the right to negotiate the Best and Final Offer (BAFO) with selected Respondents where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

2. INTERPRETATIONS, ABBREVIATIONS & DEFINITIONS, ACRONYMS

In this RFP, except as otherwise defined herein, the following terms shall have the following meanings:

INTERPRETATIONS & DEFINITIONS	
Term	Description
Concession	The exclusive right proposed to be granted to a Development and Management Entity for the lease, redevelopment/refurbishment, financing, operating/management, and maintenance of the different properties that may be awarded by PMTE to the Preferred Bidder pursuant to an RFP.
Head	Head of PMTE/Deputy Director General/ Chief Director/Regional Manager or delegate.



Lease, Development and Redevelopment Agreement	The agreement to be concluded between PMTE and the Bidder in relation to the Concession, pursuant to GIAMA/PFMA/Treasury and any other relevant legislation.
Leviable Amount	"Leviable Amount" bears the meaning as defined in the Skills Development Levies Act of 1999 as determined in accordance with the provisions of the Fourth Schedule to the Income Tax Act The leviable amount means the total amount of remuneration, paid or payable, or deemed to be paid or payable, by an employer to its employees.
Local Community	The people within a specific Municipality, District or Region.
Local Economic Development	Local economic development (LED) is a multi-dimensional and multi-sectoral process through which the skills, resources and ideas of local stakeholders are combined to stimulate local economies to respond innovatively to changes in the national and global economic environment to attain as an end result, job creation, poverty alleviation and the redistribution of wealth.
Market-Related Rental	Refers to rental that can be achieved in the market between a prospective tenant and a prospective landlord on the date of acceptance. Either a fixed fee or turnover fee or combination of both.
Project Officer	The person appointed by PMTE as the project officer for the purpose of the administration of the process contemplated in this RFP.
Project Sites	The subject properties as attached.
Respondent	Any entity or consortium that submits an RFP Response;
Revised B-BBEE Codes of Good Practice	Means the Revised B-BBEE Codes of Good Practice, 2015 as published by the Department of Trade & Industries.
The Department	Shall mean the Department of Public Works and Infrastructure operating at the national level.
Transaction Advisors	"Transaction Advisors" – as may be appointed by DPWI or PMTE to assist with any further stages of the envisaged procurement program for the Concession.
ABBREVIATIONS	
B-BBEE	Broad-Based Black Economic Empowerment.
CC	Closed Corporation.



CSD	Central Supplier Database.
DPWI	Department of Public Works and Infrastructure operating at a national level.
EME	Exempt Micro Enterprise as defined in the B-BBEE Act 53/2013.
GIAMA	Government Immovable Asset Management Act.
ID	Identity Document.
JV	Joint Venture.
LED	Local Economic Development.
NPAT	Net Profit after Tax.
PFMA	Public Finance Management Act.
PMTE	Property Management Trading Entity an operating division under the Ministry of the Department of Public Works and Infrastructure (DPWI).
QSE	Qualifying Small Enterprise as defined in the B-BBEE Act 53/2013.
RBAC	Regional Bid Adjudication Committee.
REC	Regional Evaluation Committee.
RFP	Request for Proposal (This document).
SAOP	State Asset Optimisation Programme.
SEDF	Spatial and Economic Development Framework Plans.
SEDF	Spatial and Economic Development Framework.
VAT	Value-Added Tax in terms of the VAT Act 89 of 1991 together with all amendments thereto and all regulations published thereunder from time to time.

3. BACKGROUND OVERVIEW

- 3.1. PMTE is established under the Ministry of the Department of Public Works and Infrastructure through the Public Finance Management Act (PFMA) and the Government Immovable Asset Management Act (GIAMA) to be a property management and/or trading entity and landlord, responsible for the safe, efficient and economic functioning of State Assets, which it manages, controls and administers on behalf of the State.
- 3.2. The Property Management Trading Entity, within the Department of Public Works and Infrastructure ensures the effective management of the state's immovable assets to contribute towards economic, social development and transformation of the built environment.
- 3.3. The PMTE has been created and established as government component within DPWI in terms of Section 7A Public Service Act of 1994 as amended by Cabinet in March 2006 to support DPWI in efficient management of State Immovable Assets at National level. The objectives of PMTE in terms of unutilised state owned immovable assets are as follows:
 - To repurpose and reposition the PMTE as a viable and efficient vehicle to deliver a comprehensive value creation through the state immovable asset portfolio;
 - To attract direct private sector investment, projected over R10 billion in the current term of administration within the State Property Portfolio;
 - To unlock value creation and reposition the PMTE as an implementing agent of choice and repute through the introduction and application of new operational model utilised to unlock portfolio value;
 - To develop models which will include a comprehensive life cycle maintenance solution as part of the development proposals to ensure sustainability of the asset condition and performance of state facilities; and
 - To provide new model that seeks a long term sustainable portfolio ranging from 15 – 30 years for office accommodation and 45 – 99 years for residential properties;
 - The current economic downturn that the country finds itself in, which has seen declining government revenue coupled with spending cuts, consequently, requires a different mind shift and approach from all sectors of society to get the country on its



developmental trajectory to address the socio – economic challenges. Approximately 25% (7 803) land parcels and 3% (291) of the improvements are stand – alone and unutilised leading to an expenditure outflow on operating and holding costs.

4. TENDER ADVERT

DPWI, HEREBY REQUESTS PROPOSALS FROM INTERESTED PERSONS TO SUBMIT THE REQUEST FOR PROPOSALS (RFP) FOR LONG-TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE OWNED IMMOVABLE PROPERTIES ATTACHED IN THE TENDER DOCUMENT, FOR MORE INFORMATION ON THE LIST PLEASE REFER TO THE LINK XXX.

DPWI, hereby invites proposals from interested persons to be submitted for the long-term leasing and development for the leasing of the property stated hereunder:

TENDER DESCRIPTIONS	
BID NUMBER	
compulsory briefing session	There will be compulsory briefing session.
Document Availability	Online or regional office (addresses on annexure xx)
Documents Cost	Document Cost: R500.00 at the regional offices or free online Payment for Tender documents is only made at the Cashiers Office within the Departments Finance division. <u>Under no circumstances is any money to be handed to any officials in the Department</u> , it is emphasized that the Department will not accept any liability in respect of loss arising from any payment made contrary to the stipulation above.



REASONS LEADING TO DISQUALIFICATION	<p>Failure to meet the following requirements will invalidate the bid:</p> <ul style="list-style-type: none">• Failure to meet mandatory requirements.• Bids that deviate from the tender specification.• Any proposal that does not include development of the land.• Failure to attend compulsory briefing sessions.• Failure to submit bids on prescribed date and time. <p>NB: Failure to comply with the above will result in the bid not being evaluated further.</p>
Closing Date	90 days (13 March 2025) from the date of advert
Conditions of submission of Request for Proposal	<ul style="list-style-type: none">• Tax Clearance Certificate, valid on the closing date of the bid, or exemption to pay taxes as issued by the South African Revenue Services (SARS) or Valid Tax Compliant Verification PIN number issued by SARS.• Proof of registration of the Entity as follows:<ul style="list-style-type: none">• Natural persons- certified copy of ID document/ passport.• Partnership- copy of Partnership Agreement plus IDs of all partners• Company- Memorandum of incorporation (current CM29/COR 20.1).• Close Corporation- current copy of CK1 and/or CK2C and/or COR 20.1 (To confirm with SCM).• Trust- letter of appointment from the Master of the High Court of SA and deed of trust o JV/Consortium- JV/Consortium Agreement plus CIPC and/or ID documents of all JV/Consortium



	<p>partners.</p> <ul style="list-style-type: none">• Entity valid BBBEE Certificate issued by agency accredited by SANAS /Valid Sworn affidavit or valid BBBEE certificate JV/Consortium issued by agency accredited by SANAS or BBBEE Certificate from CIPC.• In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation, a JV / Consortium agreement and a BBBEE certificate.• Central Supplier Database (CSD) registration• Company resolution for bid signing powers.• Completed and signed all bid documents including PA-04(INVITATION TO BID) to access to funding/expression of interest form. <p>If the entity or any of its directors are listed on the National Treasury register of defaulters, the bid will be rejected.</p>
Delivery Address	Respective regional offices, refer to page 2

5. STATUS QUO

5.1 Problem Statement

Currently the NDPWI Properties are in a very poor condition, characterised by grime and crime. There is a high number of unutilised state owned portfolio, with great potential for development/ re-development which could generate revenue for the state, create jobs and revive the local economy.



5.2 Goals and Objectives of letting out State-owned properties to Interested

Investors:

5.2.1 The aim of the National Department of Public Works and Infrastructure (DPWI) is to stimulate economic growth in the towns and/or communities where these properties are located, through the development and optimal utilization of state-owned properties, as well as to unlock economic opportunities, in order to create an enabling environment for revenue generation, job creation and social upliftment.

5.2.2 Through this initiative, the key strategic objective is to partner with the private sector property development and management entities in structuring and unlocking the optimal potential of NDPWI's property portfolio e.g. unused land parcels and buildings to stimulate economic activity through provision mixed use property developments and auxiliary infrastructure that can benefit communities at large. Other key operation objectives include:

5.2.2.1 A catalytic project that would allow the public and private sector to partner on redesign, upgrade, development, finance, maintenance and management of state assets along the coast; and

5.2.2.2 An opportunity to revive, revitalize, re-develop the underutilised, unutilised state owned immovable assets thereby creating jobs, generating revenue, creating economic spin off for the local communities and SMME's.

5.2.2.3 Revenue generation from the optimal use of the properties

5.2.2.4 Recouping the expenditure in relation the property holding, maintenance and security costs

5.2.2.5 This initiative will also ensure that there is urban regeneration, socio-economic impact in surrounding communities.

5.2.2.6 Reduce high level of crimes, illegal occupation and invasion of state vacant, underutilised and unutilised properties.



5.2.3 Bidders are encouraged within the development proposal of the project to consider local based opportunities in the area surrounding the development project. This request for proposals is affirmation to strategic objective of the NDPWI to be the leading nerve centre for infrastructure delivery in the country.

5.2.4 To give effect to the Property Transformation Charter, it is the intention of the NDPWI to transform the property sector in the country, by creating economic and investment opportunities, especially for previously disadvantaged groups, to take part in the lease and development of state-owned properties.

5.3. Zoning and Current Land Use

Bidders will be required to confirm with the Local Municipality for permitted uses that are allowed on the subject property. Bidders are also required to confirm with the relevant municipality on possible rezoning alternatives in line with the bidder's development proposal regarding the subject property.

5.4. Municipal Information

5.4.1. Bulk Infrastructure and Water Supply

Although the local municipality is responsible for supplying water and electricity to the site, connection regarding bulk services and internal required infrastructure will have to be negotiated between the successful bidders/developers and the Municipality.

5.4.2. Environmental Considerations

The prospective bidder/s will assume the responsibility to manage the storm water in order to avert any erosion that might occur due to heavy rain. The bidder/s will confirm other related environmental considerations with the local municipality.

5.4.3. Heritage Considerations

Prospective bidder/s to take into consideration heritage related regulations and processes that may apply.

6. EVALUATION METHODOLOGY:

Tender offers will be evaluated by an Evaluation Committee based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required.

All Bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

6.1. Evaluation and Scoring Methodology

The evaluation of the Bids by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation:

LEVEL	DESCRIPTION
Verify completeness	Responsiveness and administrative criteria will be scrutinized. The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids may be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids may be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is 70%, any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.
Specific Goals	Evaluate Specific Goals.
Rental offer Evaluation	Bidders will be evaluated on the rent offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Presentation of Development proposal	Qualifying bidders will be invited to present their development proposal.



Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders.
Approval	Adjudication, Approval and notification of the final Bidder.

6.2. Evaluation Criteria

Interested bidders for this project shall be evaluated in terms of their business credentials which should include; financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in Table below for the selection of the preferred bidder.

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Responsiveness criteria (Mandatory Requirements)
Stage 1B	Administrative criteria (Other Non-Mandatory Requirements)
Stage 2	
Technical/Functional Requirements	Threshold of 70%
Stage 3	
Financial Offer (highest rental offer)	80/90
Specific Goals	20/10
TOTAL	100

Details of the stages outlined in Table above are presented in the following sections.

6.3. Stage 1: Compliance Requirements

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.



Stage 1A – Responsiveness Criteria (Mandatory Requirements) - (To be submitted in envelope 1)

If you do not submit/meet the following mandatory documents/requirements, your bid will be automatically disqualified.

Only bidders who comply with stage 1A will be evaluated further.

1.	<input checked="" type="checkbox"/>	Only those Tenders who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, and by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4.	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
5.	<input checked="" type="checkbox"/>	Submission of the BID proposal (physical documents)
6.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in black ink and signed where required.
7.	<input checked="" type="checkbox"/>	Attendance of compulsory tender briefing meeting.

Stage 1B – Administrative Criteria (Other Non-Mandatory Requirements) - (To be submitted in envelope 1)

If you do not submit/meet the following mandatory documents/requirements, PMTE may request the bidder to submit the information within Seven (7) calendar days. Should this information not be provided, your bid proposal will be disqualified.



1.	<input checked="" type="checkbox"/>	Any correction to be initialed by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm /consortium / joint venture.
3.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-09 (LS)): List of Returnable Documents
5.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
6.	<input checked="" type="checkbox"/>	Submission of PA-16.1 (LS): Ownership Particulars
7.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
8.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any. Submit CSD report.(consideration of the requirements to do business with State vs the revenue generation)
9.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
10.	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21: record of Addenda to tender documents, if any.
11.	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12.	<input checked="" type="checkbox"/>	Specify other administrative criteria: Consent form for credit check

13.	<input checked="" type="checkbox"/>	Submission of a multi-disciplinary project team in the form of an organogram, with CVs of Company directors/Individual.
-----	-------------------------------------	---

Only bidders who comply with stage 1B will be evaluated further.

6.4. Stage 2: Technical/ Functionality Requirements (To be submitted in envelope 1)

Each criterion carries weight/ importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project.

Each request for proposal must be accompanied by a detailed development proposal with the project artistic the Tenderer is obliged to provide comprehensive information in a proposal form. Failure to provide a comprehensive proposal will cause the tender to be declared non-responsive and removed from any further evaluation. The Department reserves the right to request additional information over and above that which is provided by the Tenderer. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will mutatis mutandis be declared non-responsive.

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
Development Proposal Conformity of the Development Proposal to the vision for the property as expressed in the SDF and SG Diagram	10	A comprehensive development proposal outlining clear development concept accompanied by site layout and drawings



FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
<p>iv. Development Concept – High level conceptual design outlining the intended use,</p> <p>v. Proposed site layout, extent of the buildings in square meters height, evaluations and floor plans,</p> <p>vi. Architectural aesthetic of the proposed development</p> <p>Submission of all the three items listed above = 5 points</p> <p>No Submission = 0 points</p>		
<p>Development Programme</p> <p>High level development programme including Inception Stage, Planning, Design, Construction and Commissioning</p> <p>A high level plan indicating 5 stages and each timeframe for each stage = 5 points</p> <p>No submission = 0 points</p>	10	<p>High level development programme indicating clear stages and estimated timelines (Inception Stage, Planning, Design, Construction and Commissioning)</p>
<p>Development Experience of the bidding entity</p> <p>Bidder to indicate total value of development projects completed in the previous 10 years.</p> <p>Scoring will be based on the total value of development</p> <p>Above R750 million = 5 points</p>	10	<p>List of completed projects with clear project description, locations and project value (Please complete DPW-09)</p>

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
<p>Below R750million – R400million = 4 points</p> <p>Below R400 million – R100 million = 3 points</p> <p>Below R100 million – R50 million = 2 points</p> <p>Below R 50 million or no submission = 0 points</p>		
<p>Professional Team (Capacity And Experience)</p> <p>Must have 5 years post registration experience, provide CV's and Proof of Registration and maximum of 2 traceable references of work that is >R10 million as a combined professional fee for each project. This amount refers to consultants fee portion of the project value</p> <p>4.1 Architect</p> <p>Architect Must have 5 years post registration experience (registration with relevant institutions/ statutory bodies and 2 traceable references</p> <p>iv. Proof of professional registration</p> <p>v. Proof of 5 years post registration experience</p> <p>vi. Proof of 2 traceable references of work that is >R10 million for each project</p>	5	<p>Provide CV's and Proof of Registration documents and maximum of 2 traceable reference letters.</p>

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
<p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the Architect without proof of registration, less than 5 years post registration and has less than 2 traceable references of work that is <R10 million for each project</p>		
<p>4.2 Quantity Surveyor</p> <p>Quantity Surveyor (registration with relevant institutions/statutory bodies and traceable references</p> <p>Proof of professional registration</p> <p>Proof of 5 years post registration experience</p> <p>Proof of traceable reference of work that is >R10 million for each project.</p> <p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the Pr QS without proof of registration less than 5 years</p>	5	Provide CV's and Proof of Registration documents and maximum of 2 traceable reference letters.

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
post registration and has less than 2 traceable references of work that is >R10million for each project		
<p>4.3 All disciplines of Engineers (Electrical, Mechanical, Civil and Structural)</p> <p>Engineers (civil and electrical)(registration with relevant institutions/statutory bodies and traceable references)</p> <ul style="list-style-type: none"> iv. Proof of professional registration v. Proof of 5 years post registration experience vi. Proof of 2 traceable references of work that is >R10million for each project <p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the Engineer without proof of registration less than 5 years post registration and has less than 2 traceable references of work that is >R10million for each project</p>	5	Provide CV's and Proof of Registration documents and maximum of 2 traceable reference letters.

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
<p>4.4 Project Manager</p> <p>Project Manager (registration with relevant institutions/statutory bodies and traceable references)</p> <ul style="list-style-type: none"> i. Proof of professional registration ii. Proof of 5 years post registration experience iii. Proof of 2 traceable references of work that is >R10 million for each project <p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the PM without proof of registration, less than 5 years post registration and has less than 2 traceable references of work that is >R10million for each project.</p>	5	Provide CV's and Proof of Registration documents and maximum of 2 traceable reference letters.
<p>4.5 Site Manager</p> <ul style="list-style-type: none"> iii. Proof that the site Manager has in excess of 5 years relevant work experience iv. Proof of the Site Manager has completed 2 projects the last 5 years 	5	Site manager/s to submit profiles, CVs indicating experience and qualifications (with minimum of 5 years experience)

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
<p>Submission of all two required proof of information as stipulated above = 5 points</p> <p>Submission of less than two required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to Site manager with less than 5 years of experience and have not completed 2 projects in the last 5 years.</p>		
<p>5 Registered Health and Safety Officer</p> <p>iv. Proof of professional registration as health & Safety Officer</p> <p>v. Proof that the Health & Safety Officer has in excess of 3 years relevant work experience</p> <p>vi. Proof of the Health & Safety Officer has completed 2 projects in the last 5 years</p> <p>Submission of all three required proof of information as stipulated above = 5 points</p> <p>Submission of less than three required proof as stipulated above or no submission = 0 points</p>	5	<p>Health and Safety Officer to submit CVs indicating experience and qualifications (with minimum of 5 years experience)</p>

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
<p>NB: No points will be allocated to Site manager with less than 5 years of experience and have not completed 2 projects in the last 5 years.</p>		
<p>6 Social Facilitator</p> <p>iii. Proof that the Social Facilitator has in excess of 5 years relevant work experience</p> <p>iv. Proof of the Social Facilitator has completed 2 projects in the last 5 years.</p> <p>Submission of all two required proof of information as stipulated above = 5 points</p> <p>Submission of less than two required proof as stipulated above or no submission = 0 points</p> <p>NB: No points will be allocated to the Social Facilitator with less than 3 years of experience and has less than 2 traceable references of work that is for each project.</p>	5	<p>Social Facilitator to submit CVs indicating experience (with minimum of 5 years experience)</p>
<p>7 Main Contractor – Evidence of at least 3 or more Completed Projects of similar nature (i.e. Development/Building Conversion/Refurbishment)</p> <p>Proof of 3 or more similar projects = 5 points</p> <p>Proof of 2 similar project = 3 points</p>	10	<p>Main Contractor to submit CVs indicating experience and qualifications (with minimum of 5 years experience). Evidence of at least 3 or more Completed Projects of similar nature (i.e. Development/Building Conversion/Refurbishment)</p>

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
<p>Proof of 1 similar project = 1 points</p> <p>No work of similar project submitted = 0 points</p>		
<p>8 Transformation and Empowerment Plan</p> <ul style="list-style-type: none"> ix. Job Creation including the Plan x. During construction xi. After construction xii. Enterprise Development (during and after construction) xiii. Training and Development Programme (throughout the lifecycle of the project) xiv. Demonstrate how the development will benefit the local community and/or community based organisations. xv. Procurement of material from Local Suppliers xvi. Partnership with Women, Youth, and People with disabilities owned companies. <p>Submission of all required proof of information as stipulated above = 5 points</p> <p>Submission of any 6 required proof of empowerment plan as stipulated above or no submission = 4 points</p> <p>Submission of any 5 required proof of empowerment plan as stipulated above or no submission = 3 points</p>	5	Submission of all required proof of information as stipulated

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
<p>Submission of any 4 required proof of empowerment plan as stipulated above or no submission = 2 points</p> <p>Submission of any 3 required proof of empowerment plan as stipulated above or no submission = 1 points</p> <p>Submission of any 2 required proof of empowerment plan or no submission = 0 points</p>		
<p>9 Investment Value</p> <p>Total realistic monetary investment value into the project based on the similar projects backed by the QS report/estimated development cost and a financial feasibility</p> <p>The proposed rental must exceed the holding costs of the property</p> <p>Total investment value of development above R300 million = 5 points</p> <p>Total investment value of development less than R300million – R100 million = 4 points</p> <p>Total investment value of development less than R100 million – R50 million = 3 points</p> <p>Total investment value of development less than R50 million – R10 million = 2 points</p> <p>Total investment value of development less than R10 million – R1 million = 1 point</p>	10	<p>QS report/estimated development cost and a financial feasibility</p>

FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
Total investment value of development less than R1 million or total investment not specified = 0 points		
<p>10 Funding Model</p> <p>Bidders are to provide a funding model to incorporate how and where funding will be sourced/raised, and it must include collateral to be pledged against such funding if required. The bidder is to demonstrate proof of availability or expression of interest to fund a maximum 100% of the development cost. This must include written support from verifiable funding institutions or expression of interest to fund.</p> <ul style="list-style-type: none"> • Demonstrate ability to fund raising to the value of a greater than >R300million of the development cost = 5 points • Demonstrate ability to fund raising to the value less than R300 – R200 million of the development cost = 4 points • Demonstrate ability to fund raising to the value less than R200 – R100 million of the development cost = 3 points • Demonstrate ability to fund raising to the value less than R100 – R50 million of the development cost = 2 points 	10	Submit expression of interest to fund the development cost.



FUNCTIONALITY CRITERIA	WEIGHT	Reasonable documents to be used in evaluation
<ul style="list-style-type: none">Demonstrate ability to fund raising to the value less than R50 – R10 million of the development cost = 1 points <p>Non – submission of any of the above or lack of demonstration of funding of any shortfall = 0 points</p>		

7. STAGE 3: EVALUATION FINANCIAL OFFER & PREFERENCE GOAL

Financial Offer (highest rental offer) & **Specific Goals**

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



a. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

Only those bids that attain the minimum threshold score of 70 Points in Stage 1 (functionality) will be evaluated in this stage. Bids will be evaluated as follows:

EVALUATION CRITERIA	POINTS WEIGHT 90/10
RENTAL OFFER	90
PREFERENCE GOALS	10
Total	100

8. DPW Objective Criteria: Transformation and empowerment in the property sector

DPWI will leverage this through the long term leasing of state owned unutilised immovable properties to advance transformation, empowerment and economic inclusion. To address the skewed property ownership patterns in the property sector, DPWI will consider and align and use the **Value Enhancement Methodology** as

approved on the Property Management Empowerment Policy of 2018 on the awarding of this tender in accordance with section (2)(f) (1) of the PPPFA.

For details on points awarded for specific goals refer to PA.16

9. General Conditions of the Request for Proposals

9.1. Bidders are expected to submit detailed proposals which include the following items:

- A business concept for the project/s should explain the entire proposed development relating to the envisaged use of the identified sites.
- A site study outlining the relevant information including site dimensions and bulk infrastructure in relation to the proposed development, (example geotechnical information, EIA if applicable)
- A detailed project plan outlining all the activities to be executed, with clear time frames and the approach to the execution of the project indicating the different phases of the development.
- A high - level feasibility report which outlines the proposed use to which the leased property will be put to ensure its optimal utilization and investment potential. It should include details regarding the current and future determinants of supply and demand, to justify the proposed expenditure and expected returns from the proposed development. A financial viability report, based on the market study, which determines if the project is financially desirable in terms of the expected return and risk trajectory.
- Conceptual diagrams or plans for the proposed development.
- Bidder must provide proof of financial capability to execute their envisaged project. A letter of support from a registered financial institution is required.
- Bidders are advised to include in their proposals, audited financial report which provides the basis and breakdown of the rental they propose to pay to the Department for the use of the leased property. In addition, the bidder must submit a lease repayment proposal proportional to the investment.
- Bidders are to provide a funding model to incorporate how and where funding will be sourced / raised, and it must include collateral to be pledged against such funding if required. The bidder is to demonstrate proof of availability or expression of interest to fund a maximum 100% of the development cost. This must include written support from Verifiable funding institutions or expression of interest to fund.



- ✓ A letter from a registered funder with Financial Sector Conduct Authority (FSCA) confirming availability of a maximum 100% funding of the development cost; or
- ✓ A letter from a registered funder with Financial Sector Conduct Authority (FSCA) expressing an interest to fund a maximum 100% of the development cost; and

If there is a shortfall, bidder must demonstrate how they will fund the shortfall.

- Submission of the latest 3 year audited financial statements certified by the accredited Chartered Accountant.
- Bidders are also advised to submit a site development plan with an estimated extent for the portion of the subject property for which they will be submitting a proposal.
- Interested bidders must be able to demonstrate their ability, experience with similar developments and resources (both skills as well as financial).
- The Department reserves the right not to award the bid to the highest rental offering bidder.
- Due to the nature and extent of the development of vacant land which normally leads to escalation of the rates and taxes, the responsibility for rates and taxes will be devolved to the lessee.
- Rental shall be deferred for a period of 24 months to allow the bidder to finalise the necessary site clearances and construction of the intended facility. Failure to construct the property within the stipulated time, the bidder must submit an application to the Department, requesting extension of time on the rental deferment.
- The Real Estate Management Services shall follow its internal process to obtain approval on extension to defer rental. Should the bidder fail to complete the project within the specified time, the Department reserves the right to cancel the award, at no cost to Department.
- Shortlisted bidders may be invited to make presentation; and based on the outcome of the presentation, the Department reserves the right to not to award the bid in whole or in part.
- Prospective bidder may conclude a 25 to 99 years lease subject to the nature of the business. The Department reserves the right to review the contract at pre-determined intervals.



- The DPWI – PMTE may consider subject to National Treasury approval an equity shareholding of 35% maximum towards the development having consulted with the prospective developer.
- The submission of a RFP shall presume complete acceptance of all the conditions and requirements stipulated in this document.
- The Department is not bound to accept any RFPs and reserves the right to accept any RFPs in whole or in part.
- All proposal documentation received shall be deemed DPWI property and shall not be returned or thus requested back by any Bidder.
- DPWI reserves the right to seek clarification or further information from Bidder(s) and to appoint professionals to advise and verify information on aspects of the Proposals submitted in a manner that the Department deems appropriate.
- Submission of the expression of Interest by a registered financial institution/ guarantor.
- The non-acceptance or variation of any of the conditions, or the inclusion of any other conditions in the Proposal Call document by the Bidder(s) will be disqualified.
- The Proposal(s) will be evaluated by NDPWI. NDPWI may accept any Proposal in whole or in part and is not bound to accept any Proposal.
- The information required in the Bid documents must be provided accurately and honestly. All details provided by the Bidder(s) will be regarded as material representation, which the Department base the evaluation of the Proposal on. Any misrepresentation will be treated as material and will result in the disqualification of the Proposal by the Department.
- NDPWI reserves the right to negotiate Best and Final Offer (BAFO) with selected Respondents where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP.
- The successful prospective tenant(s) will be responsible for and shall bear all costs related to the development of the property including bulk services, rezoning for the required use and any obligations required by local authorities where applicable.



- The successful prospective tenants will be responsible for the protection or relocation/removal of all servitudes/restrictions which may be registered over the property, as well as any illegal occupants on various properties.
- The successful prospective tenants will be responsible to obtain all statutory approval (Land Use Planning related i.e. Rezoning, subdivisions, Environmental, Water Use License, Site Development Plans, Building Plans, Required studies and related) which are required for the development of the property where applicable.
- No variant proposals will be considered from the same bidder;
- The Tenant / Investor must be registered on Central Supplier Database (CSD).
- All Tenants /Investors will be subjected to a credit, affordability and risk assessment. Only Tenants/ Investors with an acceptable score will be considered. Tenants / Investors are required to submit a recent Business/Consumer Credit Score & Report from a Registered Credit Bureau. The credit bureau report is for the tenant's own account.
- The Tenant/Investor will be subjected to a financial due diligence evaluation. The purpose of the evaluation is to assess affordability and financial condition of the Tenant/Investor. The Department will only enter into an agreement with a Tenant/Investor who is financially solvent.
- An evaluation fee of **1%** of the total value of the investment Proposal might be charged for Proposals with an investment value of R100m and above. Individual Tenants will be contacted after submission of proposals, if the evaluation fee is applicable.
- The Department will contract with the successful bidder by signing a long term lease agreement.
- The Department will negotiate performance measures with the successful tenant. These performance measures will be incorporated to the lease agreement under the Tenant's obligation schedule.
- Broad Based Black Economic Empowerment (B-BBEE) is applicable to this TOR, as set out in the **Broad Based Black Economic Empowerment Act 53 of 2003**.
- The Department, at its sole discretion, reserves the right to interview the Tenant/Investor for clarification on any issue pertaining to the Tenant's / Investor's RFP documentation and to further negotiate with the Tenant /Investor on any aspect related to the proposal.



- The submission of a proposal shall presume complete acceptance of all the conditions and requirements stipulated in this document.

10. Form and Annexures

10.1. Forms - Tenant/ Investor Application form

10.2. Annexure - List of advertised properties

11. Key Deliverables for Development Proposal

The prospective bidders are required to fully respond to following elements of the development proposal:

A. Company Overview/ Company Profile

B. Development Proposal

Prospective bidders are required to submit a concise development proposal for the site. The development proposal must include a concept Site Development Plan, an Architectural concept of the proposed development and proposed tenancing. Development Proposal to consider:

- Proposed highest and best use and associated market research
- Proposed Concept Plans including architectural drawings
- Development Methodology
- Detailed Plan/programme with timelines
- Operational Management plan
- Tenancing plan
- Auxiliary Infrastructure provision and improvement
- Mixed-use Development integration and Interface the maritime element

C. Design and Architectural Impressions

- Descriptions with rendering of proposed development or refurbishment
- Proposed designs, architectural impressions, furnishings etc.

11.1. Project property Overview

PMTE seeks to fulfil its responsibility to effectively trade and manage state properties by optimising the utilization of its fixed asset portfolio via the State Asset Optimisation Programme (SAOP).



Through the SAOP, The Department intends to let out the following properties for leasing, redevelopment and management. The table contains the description of the various properties for which proposals are invited for leasing, development and management:



PRICING SCHEDULE

Bid no: H24/024 PF

Bid/ Project Description: REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)

Paste Pricing Schedule here



PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state?

☐ YES ☐ NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

⁽³⁾ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I declare to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.



⁴ 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

- 3.7 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.

**I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

1. *Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 1 *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

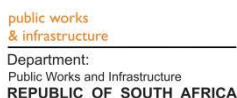
and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

_____ Postal Code _____



Postal Code

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

1. *Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP	



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*



B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)		
Tender / Quotation no:	H24/024 PF	Reference no:	N/A

Date Bid Briefing Meeting: 27 January 2025

Time of Bid Briefing Meeting: 10:30

Venue: DPWI Regional office, Old magistrate court, 21-23 Market square, Kimberley 8300

This is to certify that I, _____

representing

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)		
Tender / Quotation no:	H24/024 PF	Reference no:	N/A

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: H24/024 PF

Name of Tenderer

☐ EME³ ☐ QSE⁴ ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc., identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

³ EME: Exempted Micro Enterprise

⁴ QSE: Qualifying Small Business Enterprise



1. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)					
Tender / Quotation no:	H24/024 PF	Closing date: Thursday, 13 March 2025			Time: 11:00	

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						



1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer	Signature	Date



PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value exceeding R50 000 000 (all applicable taxes included); and

1.2 Preference Points System to be applied

☒ The applicable preference point system for this tender is the **90/10** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 90 points

1.3.2 Specific Goals: Maximum 10 points

1.4 The maximum points for this tender are allocated as follows:

PREFERENCE POINTS SYSTEM	90/10
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	4	<ul style="list-style-type: none">• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none">• Official Municipal Rates Statement which is in the name of the bidder. Or• Any Account or statement which is in the name of the Bidder. Or• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or



Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	Select the relevant goal An EME or QSE or any entity which is at least 51% owned by black youth.	2	Select the Documentation •ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

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 1,2 and 3 above 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by black people	4	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by black women	2	
Select the relevant goal	2	
4. An EME or QSE or any entity which is at least 51% owned by black youth.		

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:

.....

.....

.....



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

This affidavit **must not**
be used for Construction/
CIDB related projects/
services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"



Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

3. I hereby declare under Oath that:

- ☐ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

☐ Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of ____/____/____ the annual Total
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

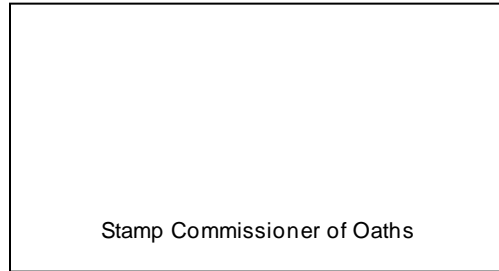
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature_____



Date: _____

Commissioner of Oaths
Signature & stamp





SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

This affidavit **must not**
be used for Construction/
CIDB related projects/
services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"



I hereby declare under Oath that:

- ☐ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of ____/____/____
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: H24/024 PF

BID/ PROJECT DESCRIPTION: REQUEST FOR PROPOSAL: LONG TERM LEASING AND DEVELOPMENT OF UNUTILISED STATE-OWNED IMMOVABLE PROPERTIES FOR KIMBERLEY REGIONAL OFFICE (CLUSTER 9)

NOTES:

The purpose of this 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

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



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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 related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services 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

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.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) 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
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or 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 in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. 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 of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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 the 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 contract unless they Otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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



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

33. National Industrial Participation Programme (NIPP)

- 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.