ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

CONTRACT NO. DP&HS 02/2026

DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

BID DOCUMENT

Department Development, Planning and Human Settlements
P O Box 29
LADYSMITH 3370

Telephone: 036 637 2231

BIDDERS NAME: ……...

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

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ALFRED DUMA LOCAL MUNICIPALITY
INVITATION TO BID

Bids are hereby invited from suitably qualified and experienced organisations/consortia in terms of Section 83 of the Local Government: Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Local Government: Municipal Finance Management Act, Act 56 of 2003 for the following: DP&HS 02/2026: Disposal of Municipal Land for the Development of High-Density Accommodation - Portion of Remainder of ERF 1 Ladysmith.

BID DOCUMENTS ARE NOW AVAILABLE ON THE NATIONAL TREASURY E-TENDER PORTAL AT www.etenders.gov.za.

DEPARTMENT OF DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

BID NO. DP&HS 02/2026: DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

EVALUATION CRITERIA

1. **Acceptable bids will be evaluated by using a system that awards points on the basis of the 80/20 preferential points system of which 80 points is for price and 20 points is for Ownership as a Specific Goal.**
2. **Race (HDI) 5/20- Ownership verification will be conducted in line with the Central Supplier Database and also by the BBBEE scorecard attributes and**
3. **RDP Goals 15/20- the bidding company to prove that it is located in the Alfred Duma Local municipal area.**

Bid documents are obtainable from Thursday 5 November 2026.

FUNCTIONALITY CRITERIA

No.	Description	Maximum Potential Score	Bid Evaluation Committee Scores	Page Reference
1	Verifiable Profile of Previously completed projects of a similar nature. **10 points per project** **Attach Certified Copies of Occupation Certificates**	**40**		
2.	Proof of financial capacity to undertake the proposed development. **5m and above – 40 points** **R3 000 000 – R 4 999 999- 30 points** **R 2 000 000 – R2 999 999 – 20 points**	**40**		

	R 1 999 999 and below 10 points **Attach bank statement in Directors or Company name**			
3.	Methodology • Development Concept • Infrastructure and Engineering Services • Development costs and financial viability • Implementation programme • Statutory compliance • Risk management and property management	**20**		
	TOTAL SCORED	**100**	**100**	

4. **COMPULSORY BRIEFING SESSION: Friday 13 November 2026 at 10:00 am at the Legal Services Boardroom, Lister Clarence Building at 221 Murchison Street, Ladysmith.**

5. **CLOSING AND OPENING DATE, TIME AND VENUE: Monday 23 November 2026 at 11:00 am in Room 206 – Lister Clarence Building at 221 Murchison Street, Ladysmith.**

BID ENQUIRIES
Bid enquiries are to be addressed to Ms N F Godo on (036) 637 2231 Extension number 0711.

BID SUBMISSION

Sealed bids with the contract number and description of the bid endorsed on the envelope, with the bidders' details clearly indicated, must be deposited into the bid box located in the Public Entrance Door, Ground Floor of the Lister Clarence Building at 221 Murchison Street, Ladysmith on or before the closing date and time. Bids received after the said closing date and time and not clearly marked as prescribed, will not be considered. Facsimile and emailed bids will not be accepted.

Bid documents may only be submitted on the original bid documentation form as issued by the Municipality.

The following documents are mandatory:

1. Up to date Municipal Rates and Service Charges and Water Statements where the company is located.
2. Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
3. CSD Report and BBBEE Certificate/Sworn Affidavit.

NB: Please note that the Municipality will only consider a service provider who is registered on the Central Supplier Database (CSD).

FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL INVALIDATE YOUR BID.

THE FOLLOWING IS APPLICABLE:

- **BIDDERS NEED TO SCORE A MINIMUM OF 80% TO BE ELIGIBLE FOR THE SECOND ROUND OF EVALUATION.**

PLEASE NOTE:

BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE FOLLOWING, NAMELY QUALIFICATION DOCUMENTS AND REFERENCE LETTERS FOR PREVIOUSLY COMPLETED PROJECTS. FAILURE TO DO SO WILL RENDER THE BID INVALID.

The Alfred Duma Local Municipality is not bound to accept the lowest bid and reserves the right to accept the whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

NOTICE NO. 66/2026 **DATED: 13/10/2026**

S S NGIBA
MUNICIPAL MANAGER

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

CONDITIONS OF THE BID

A. GENERAL

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must exclude VAT.

2. All pages and annexure must be <u>initialled / sign in full signature</u> where required.

3. The highest or any bid will not necessarily be accepted and Alfred Duma Local Municipality reserve the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.

4. No bid will be accepted by fax or e-mail.

5. Bids are to remain open for acceptance for a period of one hundred and twenty (120) days from the date they are lodged and may be accepted at any time during the said period of one hundred and twenty (120) days.

6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.

7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as **"Additional"** to the specific bid reference number.

8. Only bids on Alfred Duma Local Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**

9. Corrections may not be made by means of a correcting fluid. <u>In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration</u>. The Municipality reserves the right to reject the tender if corrections are not made in accordance with the above.

10. Should it be considered necessary by the bidder that officials of Alfred Duma Local Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.

11. This contract will be governed by Alfred Duma Local Municipality "Conditions of the Bid" only and not any conditions supplied by the bidder.

12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.

13. If items are not bid for a line must be drawn through the space in pen.

14. Only bids received by **11:00** on the given closing date in the tender box will be considered.

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

CONTRACT NO. DP&HS 02/2026

DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

GENERAL CONDITIONS OF CONTRACT

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

1.1. **Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.

1.2. **Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. **Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5. **Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. **Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. **Day"** means calendar day.

1.8. **Delivery"** means delivery in compliance of the conditions of the contract or order.

1.9. **Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods 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 goods 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 labor, 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. **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26. **"Tort"** means in breach of contract.

1.27. **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28. **"Written" or "in writing"** means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.

3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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

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.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

8. Inspections, tests and analysis

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

8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.6. Goods 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 goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1. Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

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

(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, 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.

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 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, 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.

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

16.3. 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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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. 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 goods are required, or the supplier's services are not readily available.

21.4. 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 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Antidumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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. Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

CONTRACT NO. DP&HS 02/2026

DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. The Purchase price payable will be the price bid by the successful bidder, Exclusive of Value added tax.

2. Bids that are lower than the upset price will not be considered.

   Payment of the Purchase Price will be as follows:

   In cash, the full purchase price or balance thereof to be paid into the banking account of the Seller being:

   BANK: ABSA
   ACCOUNT NO: 407 175 608 8
   BRANCH CODE: 632 005
   (PUBLIC SECTOR CHEQUE ACCOUNT)
   REFERENCE NUMBER: Remainder of Erf 1, Ladysmith

   Within 90 days after date of signature by the parties, a deposit slip to be furnished to the Seller immediately as proof of payment, or by way of an approved Bank Guarantee. Should payment /bank guarantee not be received within this period; the contract will be cancelled.

3. Acceptance of the appointment letter must be signed by the preferred bidder within 14 days thereafter the Deed of Sale must be concluded within 21 days after signing the acceptance letter, failing which the appointment may be withdrawn.

4. Bidders are required to provide proof for each of the requirements stipulated on the pre-qualification document, failure to do so will render the bid invalid e.g. company profile, certificate from the Medical Board, funding commitment, proof of shareholding, development proposal with financials and timeframes etc.

5. Possession and occupation shall be assumed by successful bidder on the date of transfer by the parties, from which date the successful bidder shall be liable for all municipal rates and taxes and/or fees payable on the Property, and from which date the Property shall be the sole risk, profit or loss of the successful bidder.

6. Bidders are expected to provide proof of financial ability to pay the full purchase price within the specified period. Special preference will be given in the awarding process to first time home owners.

7. The successful bidder shall at his/her own expense take transfer of the Property within ninety (90) days from receipt of payment; should the property not be registered within this period; the contract may be cancelled without prejudice to the Seller's legal rights and remedies and the right to claim damages.

8. In the event of non- compliance with any of the stipulated time frames penalty fees will be charged by the Municipality.

9. Any penalties will be payable/deducted as follows:

- From any payments made towards the purchase price.

- Debited to the rates/services or any other account that the successful bidder has with the Alfred Duma Local Municipality.

- By letter of demand should the successful bidder not hold any account with the Alfred Duma Local Municipality within its area of jurisdiction.

10. The successful bidder shall pay the costs of registration of transfer of the Property and any related costs that may arise, including transfer duty, VAT and certified copies of the holding title. The Seller shall appoint the Conveyancer at the cost of the successful bidder.

11. The Property is sold voetstoots. The successful bidder will be responsible to inspect the property and be fully acquainted with the property. It is the bidder's responsibility to ensure that the property is not subject to any encroachments or to any amounts owing to Uthukela District Municipality or any other service provider. Any water arrears or other amounts owing on the property must be paid by the successful bidder.

12. The successful bidder shall be responsible for any sub-divisional processes, the registration of unregistered properties, rezoning, the connection and installation of all services required and all other land formalities required.

13. Properties sold for commercial purposes must be developed within a period of 12 months or 24 months where land formalities still need to be undertaken.

14. The successful bidder will be responsible for undertaking the necessary studies and surveys and for obtaining the necessary permits and licenses required for the development and establishment of the properties. Proposals for the development of the land with time frames must be submitted with the bid document.

15. The Municipal Manager may cancel a contract awarded to a person if:

(a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or

(b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

16. The Municipal Manager may reject the Bid of any person if that person:

a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;

b) Failed, during the last five years, to perform satisfactorily on a previous contract with The Alfred Duma Local Municipality or any other organ of State after written notice was given to that Bidder that performance was unsatisfactory;

c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;

d) Been convicted of fraud or corruption during the past five years;

e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;

f) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector;

g) Is a Councillor of the Alfred Duma Local Municipality;

h) Is an official of the Alfred Duma Local Municipality.

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

CONTRACT NO. DP&HS 02/2026

DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

SPECIFICATIONS OF CONTRACT

DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

The successful bidder/developer shall be responsible for the **planning, financing, design, statutory approvals, construction and completion** of the proposed high-density accommodation development on the identified portion of the remainder of Erf 1, Ladysmith.

The successful bidder shall be required to:

1. **Undertake a detailed assessment of the development site** to determine its suitability, development potential, constraints and the most appropriate form and density of accommodation.

2. **Develop and submit a comprehensive development concept** demonstrating the proposed use of the property, including the number and type of accommodation units, supporting facilities and overall development layout.

3. **Prepare detailed architectural and engineering designs** for the proposed development, including:
4.
    - Accommodation units;
    - Internal roads and access;
    - Parking areas;
    - Pedestrian movement;
    - Communal and recreational areas;
    - Landscaping;
    - Refuse and waste-management facilities;
    - Stormwater management;
    - Water and sanitation infrastructure; and
    - Electricity and other required services.

5. **Undertake all necessary planning and statutory processes** required to facilitate the development, including rezoning, subdivision, consolidation, consent use, departures, environmental approvals, building-plan approvals and any other applicable approvals.

6. **Obtain all required municipal and external statutory approvals** before commencing construction.

7. **Secure and provide the necessary development funding** for the entire project, including professional fees, statutory approvals, infrastructure, construction, project management and all other costs associated with the development.

8. **Undertake all required bulk and internal infrastructure works** necessary to support the development, subject to the requirements and specifications of the Municipality and relevant service authorities.

9. **Construct the high-density accommodation development** in accordance with the approved development concept, architectural designs, engineering designs, statutory approvals and applicable building standards.

10. **Ensure that the development achieves an appropriate level of residential density** and makes optimal and efficient use of the municipal land, while maintaining acceptable standards of safety, accessibility, habitability and urban design.

11. **Provide all supporting facilities and amenities** required for the proper functioning of the development, including adequate parking, access roads, pedestrian facilities, communal spaces, refuse areas, landscaping and recreational facilities.

12. **Implement appropriate environmental and sustainability measures**, including efficient water and energy use, stormwater management, waste management, landscaping and environmentally responsive construction practices.
13. **Implement the development in accordance with an approved project programme**, clearly identifying the commencement, construction and completion milestones.

14. **Appoint and manage appropriately qualified professional consultants and contractors** required for the planning, design and implementation of the development.

15. **Be responsible for project management and coordination** of all development activities from commencement to completion.

16. **Maintain compliance with all applicable legislation, municipal policies, planning requirements, building regulations, health and safety requirements and other conditions imposed by the relevant authorities.**

17. **Ensure that all infrastructure and buildings are completed to the required technical and quality standards** and are suitable for their intended purpose.

18. **Complete and commission the development within the period agreed with the Municipality**, subject to the conditions contained in the applicable disposal and development agreement.
19. **Provide the Municipality with regular progress reports** on planning, financing, construction, expenditure, statutory approvals and achievement of development milestones.

20. Core Development Obligation

The successful bidder shall, at its **own cost and risk**, take the proposed development from **conceptualisation through planning, financing, statutory approvals, design, infrastructure provision, construction and completion**, resulting in a fully functional high-density accommodation development on the identified portion of the remainder of Erf 1, Ladysmith.

NOTE: PLEASE PROVIDE PROOF OF FINANCIAL ABILITY TO PAY THE FULL PURCHASE PRICE AND UNDERTAKE THE DEVELOPMENT OF THE HIGH-DENSITY ACCOMMODATION WITHIN THE SPECIFIED PERIOD.

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

CONTRACT NO. DP&HS 02/2026

DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

PROCUREMENT DOCUMENTS

FORM OF ACCEPTANCE

DEPARTMENT: _____

FORM OF BID: _____

To: **Municipal Manager**
P O Box 29
LADYSMITH
3370

22. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Alfred Duma Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be take as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.

23. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Alfred Duma Local Municipality during the validity period of 120 days indicated and calculated from the closing time of bid;

21.1. 2.1 this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;

21.2. 2.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

21.3. 2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

21.4. 2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

21.5. 2.5 this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us; that this contract or part thereof shall not be ceded;

21.6. 2.6 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

_____

_____

24. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

25. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfillment of this contract.

26. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

1. Are you duly authorised to sign the bid?*

2. Has the Declaration of Interest been duly completed and included with the other bid forms?*

*Delete whichever is not applicable

SIGNATURE: _____

DATE: _____

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

_____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

3. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.

4. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.

5. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

MBD 2

ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

TAX CLEARANCE CERTFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

6. In order to meet this requirement bidders are required to complete in full the attached form TCC 001"Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

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

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

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

9. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

10. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:……..

3.2 Identity Number: …….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ……

……..

[1] MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company

3.9 Have you been in the service of the state for the past twelve months? ……**YES / NO**

3.9.1 If yes, furnish particulars.……..……..

……

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? …… **YES / NO**

3.10.1 If yes, furnish particulars.
……
……

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

……

……

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

3.12.1 If yes, furnish particulars.

……

……

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

3.13.1 If yes, furnish particulars.

……

……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

……..

……..

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

Full Name	**Identity Number**	**State Employee Number**

……..	……..
Signature	**Date**
…….	……
Capacity	**Name of Bidder**

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

CONTRACT NO. DP&HS 02/2026

DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

PROCUREMENT DOCUMENTS

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

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

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

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1. GENERAL CONDITIONS

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RDP Goals 15/20- the bidding company to prove that it is located in the Alfred Duma Local municipal area. Bidders are required to attach proof of address to earn these points	15	
Race (HDI) 5/20- Ownership verification will be conducted in line with the Central Supplier Database(CSD)	5	
TOTAL	20	

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: .....

.....

.....

.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

4. This Municipal Bidding Document must form part of all bids invited.

5. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

6. The bid of any bidder may be rejected if that bidder, or any of its directors have:

   3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   3.2 been convicted for fraud or corruption during the past five years;
   3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……... **……..**
Signature **Date**

……. **……..**
Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

3. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

4. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

7. I have read and I understand the contents of this Certificate;

8. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

9. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

10. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

11. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

13. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices; geographical area where product or service will be rendered (market allocation)

(a) methods, factors or formulas used to calculate prices;

(b) the intention or decision to submit or not to submit, a bid;

(c) the submission of a bid which does not meet the specifications and conditions of the bid; or

(d) bidding with the intention not to win the bid.

14. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

15. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

…… ……..

Signature Date

…….. ……

Position Name of Bidder

PARTICULARS OF BIDDER

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

Name of Bidder:_____

Postal Address_____

_____

Street Address

_____

_____

Telephone
Code_____Number_____

Cellphone
Number_____

Facsimile
Code_____Number_____

Contact Person_____

Email Address _____

Company / Enterprise Income Tax
ReferenceNumber:

_____

Has an original Tax Clearance Certificate been attached (MBD2) **YES / NO**

Vat Registration
Number_____

Company Registration No_____

_____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES	NO

If YES, give details and quote relevant Reference numbers and dates

_____

_____

Are you the accredited Representative in South Africa for the
Goods / services offered by you?

YES/NO (If YES enclose proof)

AN ORIGINAL TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature:

_____

Date:

_____

Duly authorised to sign on behalf of:

_____

Address:

_____

Telephone Number:

_____

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY:	ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT:	FINANCE DEPARTMENT
CONTACT PERSON:	NF GODO
TEL:	036 637 2231 EXT 0711

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: MG ZONDO

TEL: 036 6372231

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

CONTRACT NO. DP&HS 02/2026

DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

PRICING SCHEDULE

PRICING SCHEDULE

PROPERTY DESCRIPTION	APPROX. EXTENT (m^2)	USAGE	UPSET PRICE (EXCLUDING VAT.)	BID PRICE (VAT EXCLUSIVE.)
Portion of Remainder of Erf 1 Ladysmith	7510	High Density Accommodation	R810 000.00	

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT DEVELOPMENT, PLANNING AND HUMAN SETTLEMENTS

CONTRACT NO. DP&HS 02/2026

DISPOSAL OF MUNICIPAL LAND FOR THE DEVELOPMENT OF HIGH-DENSITY ACCOMMODATION - PORTION OF REMAINDER OF ERF 1 LADYSMITH

CHECK LIST

CHECK LIST

No	Description	Ticked by Bidder	Ticked by Municipal Representative
1	Initial/ Sign of all pages		
2	Closing/Bid Submission at……..…….. On ……		
3	Returnable documents completed		
4	Form of bid completed		
5	Original Tax Clearance Certificate attached		
6	Pricing Schedule completed		
7	All witnesses signed where it required		
8	Bid Declaration with regard to Equity completed		
9	Particulars of Bidders Completed		
10	Bid Declaration of interest Completed		
11	Contract Form MBD Form 7.2 completed		
12	Declaration of Bidders Past SCM Practice MBD Form 8 completed		
13	Certificate of Independent Bid Determination MBD Form 9 completed		
14	Pricing Schedule		