



PROCUREMENT DOCUMENT

TENDER 172 / 2023

**LEASE, MANAGEMENT AND MAINTENANCE OF A PORTION OF FARM 4/137
(WOLWEKRAAL) FOR A CONTRACT PERIOD OF NINE (9) YEARS AND ELEVEN
(11) MONTHS.**

CLOSING DATE	01 DECEMBER 2023	CLOSING TIME	13h30
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NAME OF BIDDER:										
ADDRESS OF BIDDER										
CSD SUPPLIER NUMBER:	M	A	A	A						
RENTAL AMOUNT PER MONTH (YEAR 1) (INCL. VAT)										
B-BEE STATUS LEVEL OF CONTRIBUTION										
LOCALITY (Municipal Area / Province where the business is located)										
LOCALITY POINTS CLAIMED										
SIGNATURE OF PRINCE ALBERT MUNICIPALITY OFFICIALS AT TENDER OPENING	1.									
	2.									

**Take note: B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL
BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES.**

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PRINCE ALBERT MUNICIPALITY

Tender Notice

TENDER NUMBER: 172/2023
TENDER DESCRIPTION: LEASE, MANAGEMENT AND MAINTENANCE OF A PORTION OF FARM 4/137 (WOLWEKRAAL) FOR A CONTRACT PERIOD OF NINE (9) YEARS AND ELEVEN (11) MONTHS.
CLOSING DATE & TIME: 01 DECEMBER 2023 @ 13h30

Prince Albert Municipality hereby invites formal written quotations for the **LEASE, MANAGEMENT AND MAINTENANCE OF A PORTION OF FARM 4/137 (WOLWEKRAAL) FOR A CONTRACT PERIOD OF NINE (9) YEARS AND ELEVEN (11) MONTHS**. Tender documents are available at no charge from the Prince Albert Municipality Website at www.pamun.gov.za (Website navigation is as follow: Procurement, Tenders available). **Tender documents will be available from 01 November 2023.**

Alternatively, a hard copy set of tender documents can be obtained from Ms. Christa Baadjies (Finance Division, Thusong Centre, Prince Albert, 6930) during office hours (Monday-Thursday, 07h30 to 16h00) and Friday (07h30 to 15h30) at a non-refundable cost of R 150.00 (VAT Included), payable in cash at the cashiers at the Prince Albert Municipality's Finance Division or via EFT deposit in favour of the Prince Albert Municipality, ABSA Bank, Branch code 632005, and Account number 264-056-0064. Reference to be used: T172/2023 and company name.

Bids must remain valid for a period of one hundred and twenty (120) days after the closing date of the bid.
Enquiries can be directed as follow:

TYPE OF ENQUIRY	CONTACT PERSON	CONTACT NUMBER	EMAIL ADDRESS
Bidding procedures and tender documents	Ms. Christa Baadjies	023 541 1748	scm@pamun.gov.za
Technical / Specification related enquiries	Mr. George van der Westhuizen	023 541 1036	george@pamun.gov.za

Bids must be submitted in sealed envelopes, clearly marked with the tender number and tender description. Bidders that fail to adhere to this requirement, will be disqualified at the bid opening. Late or unmarked bids will not be considered. **Telegraphic, telephonic, telex, facsimile, e-mail and late bids will not be accepted.**

Bids must be deposited in the tender box at the Finance Division (Thusong Centre, Adderley Street, Prince Albert, 6930). The tender box will be open as follow:

Monday to Thursday: 07h30 to 16h00
Fridays: 07h30 to 15h30.

Bids will be opened in public immediately after the closing date at the Finance Division Boardroom (Finance Building, Thusong Centre).

Bids will be evaluated according to the 80/20 preference points system. The bids are subject to the Council's Supply Chain Management Policy, the Municipal Preferential Procurement Policy, and the Preferential Procurement Regulations, 2022 (Government Gazette 47452, dated 04/11/2022). The General Conditions of Contract is also

applicable. **Tenderers must be registered on the Central Supplier Database (CSD) if they wish to conduct business with the municipality.**

The preferential points system applied (80/20) in terms of the Preferential Procurement Policy are as follow:

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
LOCALITY	10
TOTAL POINTS	100

The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS.

A.I. HENDRICKS
Municipal Manager
31 October 2023

TENDER CHECKLIST

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

Authority to Sign a Bid – is the form duly completed and is a certified copy of the resolution attached?	YES		NO	
MBD 2 (Tax Clearance) – is an ORIGINAL and VALID Tax Status Pin attached?	YES		NO	
Functionality scoring – Is the form duly completed and signed? Supporting schedules, documents, proof of experience and other information required (if functionality is applicable).	YES		NO	
Specifications – Is the form duly completed?	YES		NO	
MBD 3.1 (Pricing schedule) – Is the form duly completed and signed?	YES		NO	
MBD 4 (Declaration of Interest) – Is the form duly completed and signed?	YES		NO	
MBD 5 (Declaration for Procurement above R 10 million) – Is the form duly completed and signed?	YES		NO	
MBD 6.1 (Preference Points claim for purchases/services) – Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	YES		NO	
MBD 6.2 (Declaration for Local Production and Content) – Is the form duly completed and signed? Are the relevant annexures (C, D & E) completed and submitted with this bid?	YES		NO	
MBD 7.1 (Contract form – Purchase of Goods / Works) – Is the form duly completed and signed?	YES		NO	
MBD 7.2 (Contract form – Rendering of services) – Is the form duly completed and signed?	YES		NO	
MBD 7.3 (Contract form – Sale of Goods / Works) – Is the form duly completed and signed?	YES		NO	
MBD 8 (Declaration of Past Supply Chain Practices) – Is the form duly completed and signed?	YES		NO	
MBD 9 (Certificate of Independent Bid Determination) – Is the form duly completed and signed?	YES		NO	
MBD 15 (Certificate of Payment of Municipal Accounts) – Is the form duly completed and signed? Are the Identity numbers and certified copies, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	YES		NO	
Attached Central Supplier Database (CSD) Report ?	YES		NO	

CERTIFICATION

I, the undersigned (full name.....), certify that the information furnished on this checklist is true and correct.

Signed:

Date:

Name:

Position:

Tenderer:



MBD 1 - INVITATION TO BID DETAILS OF TENDERER									
NAME OF BIDDER:									
TRADING AS: (if different from above):									
STREET ADDRESS:									
		City / Town					Code		
POSTAL ADDRESS:									
		City / Town					Code		
CONTACT PERSON:									
ENTERPRISE REGISTRATION NUMBER				CIDB CRS NUMBER:					
TCS PIN:				FACSIMILE NUMBER:					
EMAIL ADDRESS:									
TELEPHONE NUMBER:				CELLPHONE NUMBER:					
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?							YES	NO	
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED (MBD 6.1)?							YES	NO	
HAS THE DELCARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED?							YES	NO	
DECLARATION									
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Prince Albert Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.									
NAME (PRINT):					SIGNATURE:				
CAPACITY:					DATE:				



TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- (i) Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- (ii) All bids must be submitted on the official forms provided—(not to be re-typed) or online
- (iii) This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the Prince Albert Municipal Supply Chain Management Policy, the Preferential Procurement Policy, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- (i) Bidders must ensure compliance with their tax obligations.
- (ii) 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.
- (iii) Application for the tax compliance status (TCS) certificate or pin may also be made via E-filing. In order to use this provision, taxpayers will need to register with SARS, as E-filers through the website (www.sars.gov.za).
- (iv) Foreign suppliers must complete the pre-award questionnaire in part B:3.
- (v) Bidders may also submit a printed TCS certificate together with the bid.
- (vi) In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / Pin / CSD number.
- (vii) Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

(i) Is the entity a resident of the Republic of South Africa (RSA)?	YES		NO	
(ii) Does the entity have a branch in the RSA?	YES		NO	
(iii) Does the entity have a permanent establishment in the RSA?	YES		NO	
(iv) Does the entity have any source of income in the RSA?	YES		NO	
(v) Is the entity liable in the RSA for any form of taxation?	YES		NO	

NB: Failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in the service of the state.

Signature of bidder:

Capacity under which
Bid is signed:

Date:

MUNISIPALITEIT
VAN
PRINS ALBERT



MUNICIPALITY
OF
PRINCE ALBERT

PART A - ADMINISTRATIVE
REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT
POLICY



AUTHORITY TO SIGN A BID

1.1 SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

2.1.1) I, _____, the undersigned,
hereby confirm that I am the sole owner of the business trading as
_____ **OR**

2.1.2) I, _____, the
undersigned, hereby confirm that I am submitting this tender in my capacity as
natural person.

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.2 COMPANIES AND CLOSE CORPORATIONS

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

2.2.2) In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
FULL NAME AND SURNAME OF ALL DIRECTOR(S) / MEMBER(S)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.3 PARTNERSHIPS

We, the undersigned partners in the business trading as _____, Hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER		SIGNATURE	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 1	

1.4 CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize Mr./Ms.

_____ to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

FULL NAME OF CONSORTIUM MEMBER	ROLE OF CONSORTIUM MEMBER	% PARTICIPATION	SIGNATURE
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	



CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

THIS RETURNABLE SCHEDULE IS TO BE COMPLETED BY JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____, authorized signatory of the Company/Close Corporation/Partnership (name), _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(a) NAME OF FIRM (LEAD PARTNER)			
ADDRESS			
SIGNATURE			
TEL.NO		DESIGNATION	

(b) NAME OF FIRM			
ADDRESS			
SIGNATURE			
TEL.NO		DESIGNATION	

(c) NAME OF FIRM			
ADDRESS			
SIGNATURE			
TEL.NO		DESIGNATION	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

“Closing time”	means the date and hour specified in the bidding documents for the receipt of bids.
“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
“Contract price”	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
“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.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
“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.
“Day”	means calendar day.
“Delivery”	means delivery in compliance of the conditions of the contract or order.
“Delivery ex stock”	means immediate delivery directly from stock actually on hand
“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.
"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.
”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.

“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.
“GCC”	means the General Conditions of Contract.
“Goods”	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
“Imported content”	means that portion of the bidding price represented by the cost of components, parts or 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 charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
“Local content”	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
“Manufacture”	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
“Order”	means an official written order issued for the supply of goods or works or the rendering of a service.
“Project site”	where applicable, means the place indicated in bidding documents.
“Purchaser”	means the organization purchasing the goods.
“Republic”	means the Republic of South Africa.
“SCC”	means the Special Conditions of Contract.
“Services”	means that 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.
“Supplier”	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
“Tort”	means in breach of contract.
“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
“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) 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; 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 as 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:
- 7.3.1) 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
- 7.3.2) 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 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 inspections tests and analysis, the bidder or contractor's premises shall be open,

at all reasonable hours, for inspection by a representative of the purchaser or an 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) 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 goods may on or after delivery be inspected, tested or analysed 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, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY

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

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

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

13.1.1) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2) furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4) 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

13.1.5) 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:

14.1.1) 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;

14.1.2) in the event of termination of production of the spare parts:

14.1.2.1) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2) 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, 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 fulfilment of other obligations stipulated in the contract.
- 16.3) Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement 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 contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE 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 supplies 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 without the application of penalties.
- 21.5) 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:
 - 23.1.1) 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;

- 23.1.2) if the Supplier fails to perform any other obligation(s) under the contract;
or
- 23.1.3) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2) In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3) Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4) If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5) Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase 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:
- 23.6.1) the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2) the date of commencement of the restriction
- 23.6.3) the period of restriction; and
- 23.6.4) the reasons for the restriction.

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

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

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

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

27.4) Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2) the purchaser shall pay the supplier any monies due 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1) 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

28.1.2) 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.

(a) PROHIBITION OF RESTRICTIVE PRACTICES

35.1) 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.

35.2) 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 section 59 of the Competition Act No 89 Of 1998.

35.3) 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.

GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the tender number and tender description clearly endorsed on the envelope, must be deposited in the tender box at the offices of the Prince Albert Municipality (Financial Services Division), Thusong Service Centre, Adderley Street, Prince Albert, 6930

2. **PLEASE NOTE:**
 - 2.1) Tenders that are deposited in the incorrect box will not be considered.
 - 2.2) Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3) **Documents may only be completed in non-erasable ink and handwritten. Re-typed documents will be marked as non-responsive.**
 - 2.4) The use of correction fluid/tape is not allowed.
 - 2.4.1) In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2) Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5) All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6) All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will not be considered.

5. Tenders shall be opened in public at the Financial Services Boardroom immediately after the closing time for the receipt of tenders. Tenderers are encouraged to attend these openings.

6. **EVALUATION OF BID**
 - 6.1) This bid will be evaluated and adjudicated according to the following criteria:
 - 6.1.1) Adherence to the relevant specifications
 - 6.1.2) Value for money

6.1.3) Capability to execute the contract

6.1.4) PPPFA & associated regulations

7. **SERVICE LEVEL AGREEMENT**

The award of the tender might be subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Prince Albert Municipality. Further details will be explained in the tender specifications.

8. **CENTRALISED SUPPLIER DATABASE**

- 9.1) No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).
- 9.2) The CSD supplier number starting with (MAAA) number is automatically generated by the Central Supplier Database System after successful registration and validation of a prospective service provider.
- 9.3) This is a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider.
- 9.4) Prospective suppliers should self – register on the CSD website at www.csd.gov.za.
- 9.5) Registration on the CSD will be compulsory in order to conduct business with the Prince Albert Municipality.
- 9.6) Registration on CSD can be done by contacting Ms. Christa Baadjies at 023 541 1748 or via email (scm@pamun.gov.za)

MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender 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, before an award may be considered.

1. The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

2. Tax Compliance Status (TCS) Pin as of 18 April 2016
 - 2.1) In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing.
 - 2.2) This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above.
 - 2.3) Service provider's status which is found inactive or non-compliant their offers will be omitted.
 - 2.4) Bidders in possession of a valid Tax Status Pin must issue the municipality with the following:

Tax Reference Number (IT / VAT / PAYE)	
Tax Compliance Status Pin	

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Compliance Status Pin or CSD Registration number.

4. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers 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*.
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 the 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, shareholder² etc.)														
3.4	Company Registration Number														
3.5	Tax Reference Number														
3.6	VA T Registration Number														

3.7	Are you presently in the service of the state?	YES		NO	
3.7.1	If so, furnish particulars:				
3.8	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1	If so, furnish particulars:				

3.9	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	
3.9.1	If so, furnish particulars:				
3.10	Are you aware of any relationship (family, friend, other) between a 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	
3.10.1	If so, furnish particulars:				
3.11	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1	If so, furnish particulars:				
3.12	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1	If so, furnish particulars:				
3.13	Do you or any of the directors, trustees, managers, principal 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	
3.12.1	If so, furnish particulars:				

3.14	Please provide the following information on ALL directors / shareholders / trustees / members below:		
FULL NAME AND SURNAME	IDENTITY NUMBER	PERSONAL INCOME TAX NUMBER	PROVIDE STATE EMPLOYEE NUMBER

CERTIFICATION

I certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

MSCM Regulations: **“in the service of the state”** means to be –

1. a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. an executive member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

“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.

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**MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION
(VAT INCLUDED)**

Not required for this tender.



**MBD 6.1 – 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

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

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

1.1 The **80/20 preference point system** will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) 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.
 - (i) B-BBEE status Level of Contributor; and
 - (ii) Locality of Supplier

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCALITY (See definitions)	10
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) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**Locality**” means the local suppliers and/or service providers that business offices are within the Municipal area of Prince Albert (WC052).
- (h) “**price**” includes all applicable taxes less all unconditional discounts;

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:

$$\mathbf{80/20} \quad \mathbf{or} \quad \mathbf{90/10}$$
$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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 the Preferential Procurement Policy of Prince Albert Municipality, 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.

SPECIFIC GOALS

SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW:

The specific goals allocated points in terms of this tender	Number of points allocated - 80/20 system)	Number of points allocated - 90/10 system)
B-BBEE preference points	10 points	5 points
Locality	10 points	5 points

4.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE);
- (b) Promotion of enterprises located in the municipal area

4.4 **Regarding par 5.3(a), 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:**

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference (80/20)	Number of Points for Preference (90/10)	50% of Points for Preference (90/10)
1	20	10	10	5
2	18	9	9	4.5
3	16	8	8	4
4	12	6	6	3
5	8	4	4	2
6	6	3	3	1.5
7	4	2	2	1
8	2	1	1	0.5
Non-compliant contributor	0	0	0	0

- a) A tenderer must submit proof of its BBBEE status level contributor.
- b) A tenderer failing to submit proof of BBBEE status level of contributor –
 - (i) may only score in terms of the 80/90-point formula for price; and
 - (ii) scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

4.4.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPH 4.1

B-BBEE Status Level of Contributor:

(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)

4.4.2 LOCALITY

Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality)

- a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- b) Only one of the points as set out below that best describes the enterprise’s locality may be awarded if applicable.
- c) Regarding par **5.3 (b)**, a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows:

LOCALITY OF SUPPLIER / LOCAL LABOUR	POINTS FOR LOCALITY (80/20)	POINTS FOR LOCALITY (90/10)
Within the boundaries of the municipality	10	5
Outside municipal boundaries, but within boundaries of district (Central Karoo)	8	4
Outside boundaries of the municipality and district, but within Western Cape Province	5	2.5
Outside of the Western Cape Province	2	1

- d) Bidders must submit one of the following in order to receive points for the above-mentioned criterion.
 - (i) Municipal Account of address as indicated in bid document;
 - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
 - (iii) The premises of the bidder as indicated in MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above) :

(The address provided in 4.5 below, will be used to determine the locality as per 4.4.2 above).

4.5) MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

4.6) NAME OF COMPANY / FIRM

.....

4.7) COMPANY REGISTRATION NUMBER

.....

4.8) 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]

4.9) 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 BIDDER(S)	
DATE:
ADDRESS:

WITNESSES:
1.
2.



**MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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) wilfully 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).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid

4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i></p>	YES	NO
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><i>(To access this Register, enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i></p>	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:		
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
4.5.1	If so, furnish particulars:		

5. 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		NAME (PRINT)	
CAPACITY		DATE)	
NAME OF FIRM			



MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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 per 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:
 - 3.1) take all reasonable steps to prevent such abuse;
 - 3.2) 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
 - 3.3) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This Municipal Bidding Document serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number:

Description:

In response to the invitation for the bid issued by the **PRINCE ALBERT MUNICIPALITY**, do hereby make the following statements that I certify to be true and complete in every respect:

certify, on behalf of (Name of Bidder):

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM ARE 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.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	
NAME OF FIRM			

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.

³ 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.



MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE
MANAGEMENT ACT (NO.56 OF 2003)**

I, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Prince Albert Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S (Directors / Shareholders / Partners, etc.):				
Director / Shareholder / Partner	Physical address of the Business	Municipal Account Number (s)	Physical / Residential address of the Director / Shareholder / Partner	Municipal Account Number (s)
NB: PLEASE ATTACH CERTIFIED COPY(IES) OF IDENTITY DOCUMENT(S).				
NB: PLEASE ATTACH COPY(IES) OF MUNICIPAL ACCOUNTS.				
NUMBER OF SHEETS APPENDED BY THE TENDERER TO THIS SCHEDULE (IF NUL, ENTER NIL).				

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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E-TENDER DECLARATION

It is compulsory to confirm “YES” or “NO” on all line items.

DESCRIPTION	COMPLY (YES / NO)
The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be binded securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above.

I accept and approve all of the above.

.....
Signature of Bidder

MUNISIPALITEIT
VAN
PRINS ALBERT



MUNICIPALITY
OF
PRINCE ALBERT

PART B — TENDER SPECIFICATIONS AND PRICING SCHEDULE



TENDER SPECIFICATIONS

TENDER 172 / 2023

LEASE, MANAGEMENT AND MAINTENANCE OF A PORTION OF FARM 4/137 (WOLWEKRAAL) FOR A CONTRACT PERIOD OF NINE (9) YEARS AND ELEVEN (11) MONTHS.

1. INTRODUCTION

- 1.1) Prince Albert Municipality hereby invites tenders for the lease, management and maintenance of a portion of Farm 4/137 (Wolwekraal) which comprises the Municipal Airfield, for a contract period of nine (9) years and eleven (11) months.
- 1.2) The document is self-explanatory and interested parties are encouraged to read through it carefully, so as to familiarise themselves with both the overall intent of the Municipality as well as with the procedures for the award.
- 1.3) The tender is subject to the conditions as set out in the tender document and to the most recent Supply Chain Management Policy of the municipality.

2. THE TENDER PROCESS

The process to be followed in this proposal shall be as follow:

- 2.1) The tender is subject to the conditions as set out in the tender document and the most recent Supply Chain Management Policy of the municipality.
- 2.2) In one phase the ability of bidders will be assessed in terms of submission requirements. This exercise will assess capacity of the bidder organisations experience and capability. Bidders must supply the required documentation and information to be considered as a viable bid for further evaluation on the rental amount offered. **Bidders who fail to comply with any of the criteria and requirements and who do not submit the compulsory documents, will be regarded as nonresponsive.**
- 2.3) In another phase (Supply Chain Management requirements and Eligibility criteria), bidders will be screened for compliance with the bid specifications as well as submission of compulsory documentation. **Bidders who fail to comply with any of the criteria and**

requirements and who do not submit the compulsory documents, will be regarded as non-responsive and no communication will be entered into with the bidder in this regard.

- 2.4) The submissions will be evaluated and adjudicated by a duly constituted evaluation and adjudication committee.
- 2.5) The Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any or none of the tenders submitted, as it may deem expedient. Furthermore, the Municipality reserves the right to award the tender to any bidder of the Municipality's choice to ensure a fair and equitable distribution of the Municipality's property.
- 2.6) The decision of the Municipality will be final.
- 2.7) A draft lease agreement, similar to the draft proposed lease agreement attached hereto marked Annexure "A", will be entered into with the successful bidder as soon as possible after the tender has been awarded (the attached draft must not be signed) and the appeal period has expired. The bidder must familiarise itself with the contents of this draft lease agreement. Should the successful bidder fail or neglect to conclude a lease agreement with the Municipality within 30 days from date of request to do so, the terms and conditions of this tender and the policies referred to in this document (especially and specifically the most recent Supply Chain Management Policy shall be binding on both parties and enforceable by them, should the Municipality choose to enforce and claim specific performance from the successful bidder.
- 2.8) Payment of a deposit equal to one month rental is required and payable as will be stipulated in the lease agreement.
- 2.9) The lease agreement will be subject to the approval of the long-term lease by the relevant delegated authority of the Municipality.
- 2.10) The bidder(s) must take note that any award will make provision for a recommended bidder (Bidder A) and an alternative bidder (Bidder B) and if:
 - a) Bidder A withdraws its bid after the award thereof; and/or
 - b) Bidder A does not sign the lease agreement and the Municipality elects not to enforce the award; and/or
 - c) the lease agreement is cancelled for any reason stipulated in this tender or the lease agreement.

3. ROLE OF THE PROPERTY IN TERMS OF ITS LOCALITY

- 3.1) The Property is located next to the R407 (Locality Map Attached per Annexure "B").
- 3.2) GPS coordinates of the erf are as follow:
3.191814°S 22.019168°E

- 3.3) The building has no current occupiers.
- 3.4) The Property may only be used for business purposes and are restricted to the primary uses.

4. PROPERTY DESCRIPTION AND DEVELOPMENT

4.1) Erf no. and size of portion

4.1.1) The entire portion of Farm 4/137 is 42.04 hectare / 420 400m² in extent. 4.2. Zoning status.

4.2) Zoning status

4.2.1) The current zoning is Business with primary use rights for operation of an airfield

4.2.2) The surrounding land uses are agricultural uses.

5. DEVELOPMENT PARAMETERS

5.1) Use of the property

5.1.1) Utilisation of the Property should be consistent with the Prince Albert Zoning Scheme By-law; however, it may only be used as set out in paragraph 3.4 above.

5.1.2) The intention is that the successful bidder will manage, operate and maintain the airfield and the building located on the premises for his/her own use.

5.1.3) No extension to the existing buildings and/or structures will be allowed without the Municipality's prior written consent and all other authorisation(s) required in terms of other applicable legislation.

5.2. Not allowed

5.2.1) The following uses shall not be allowed:

- a) Dwelling units
- b) Flats
- c) Self-catering units

5.3) Accesses and Road provision

Access to the Property will be from the R407 Map and Site Plan attached per Annexure's "B" and "C".

5.4) Site Development Plan

The Municipality may require that a site development plan be submitted in respect of the property, should any proposed developments be planned.

6. INFRASTRUCTURE

- 6.1) There are existing water, sewer, and electricity connections available. Any required upgrades to the existing services will be for the account of the successful bidder.
- 6.2) The successful bidder will be responsible for payment of all costs relating to the connections for water, sewerage and electricity supply to the Property and any other services, if needed, as well as for payment of the normal rates, taxes and tariffs for any municipal services provided to the Property.

7. LEASE "VOETSTOOTS" AND SUBJECT TO CONDITIONS:

- 7.1) The Property shall be leased as it stands, "voetstoots", and the Municipality shall not be responsible for any defects in the Property either patent or latent. The Property is moreover leased subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Property and to all such other conditions and servitudes which may exist in regard thereto.
- 7.2) The Municipality shall not be required to point out the boundary beacons of the Property and shall not be liable for any deficiency in the extent of the Property which may be revealed on any survey or re-survey and shall not benefit by any excess.

8. GENERAL

- 8.1) The successful bidder will be responsible for the upkeep and maintenance of the erf.
- 8.2) Neither the successful bidder nor any other person shall acquire or hold any license for the sale of intoxicating liquor from or near the Property or in or from any buildings or structures thereon without the prior written consent of the Municipality.
- 8.3) If required by legislation, the successful bidder must procure/obtain a valid trading license and/or permit to trade and comply with any other specifications, within one month from commencement of the lease agreement to be entered into.
- 8.4) The use and management of the Property is at the successful bidder's own risk.
- 8.5) The successful bidder shall indemnify and keep the Municipality indemnified against any claims that might arise with regards to the use and management of the Property.
- 8.6) The grant of the lease shall under no circumstances be deemed to confer any real right or servitude of any kind in favour of the bidder. Upon a demand made by the Municipality, in terms of the lease to be concluded, for quiet possession of the Property, the bidder shall be bound to give such possession without any right to compensation, whether for useful, necessary expenses or other improvements.

9. ACCEPTANCE

- 9.1) The tender must remain valid, irrevocable and open for acceptance for a period of one hundred and twenty (120) days after closing date.

- 9.2) The validity period of a bid may be extended by the Accounting Officer, or his/her delegate, prior to the expiry of the validity period indicated in the bid document.

10. CONTACT PERSON (TECHNICAL / SPECIFICATION ENQUIRIES)

Mr. George van der Westhuizen (Senior Manager: Corporate and Community Services)

Tel: 023 541 1036

Email: george@pamun.gov.za

ANNEXURE A – DRAFT PROPOSED LEASE AGREEMENT

Bidders must not complete and/or sign the draft agreement, this is just for perusal.

LEASE AGREEMENT

A PORTION OF ERF 4/137 (WOLWEKRAAL)

(42.04 ha / 420 400m² in extent)

entered into between

PRINCE ALBERT MUNICIPALITY

herein represented by _____xxx_____

in his/her capacity as _____xxx_____

(hereinafter called the LESSOR)

And

[Do not complete]

(hereinafter called the LESSEE)

WHEREAS the LESSOR called for tenders for the lease of a portion of farm 4/137 (Wolwekraal) comprising of the municipal airfield, situated next to the R407 (the "Leased Premises"), as shown on the plan attached hereto marked "Annexure B", for business purpose;

AND WHEREAS The Bid Adjudication Committee resolved on XXX that the tender be awarded to the LESSEE;

AND FURTHER AS the LESSOR, at a Council Meeting held on XXX approved the long-term lease to the LESSEE;

NOW THEREFORE the LESSOR, pursuant to the authority conferred upon it, hereby agrees to lease the Leased Premises to the LESSEE and the LESSEE hereby agrees to hire the Leased Premises from the LESSOR, on the following terms and conditions:

1. LEASE PERIOD

- 1.1) Notwithstanding the date of the last person signing this lease (the "Signature Date"), this lease shall endure for a period of 9 (NINE) Years and 11 (ELEVEN) months which commences on xxx and ends on xxx.
- 1.2) The LESSEE shall have no legitimate expectation that a further lease period may be agreed to by the LESSOR after expiry of the period referred to in clause 1.1 above.

2. RENTAL

- 2.1) The LESSEE shall pay to the LESSOR monthly rental in the amount of R[INSERT] (INSERT) (VAT included), in respect of the Leased Premises, payable monthly in advance at the municipal cashiers, Prince Albert Municipality (Thusong Centre, Adderley Street, Prince Albert, 6930) or via Electronic Funds Transfer (EFT), in favour of Prince Albert Municipality, banking at Absa, with account number 2640-5600-64 and branch code 632005, citing the municipal account number as reference.
- 2.2) The rental amount shall escalate annually on the anniversary of the lease agreement by a percentage equal to the prevailing consumer price index (all items) for the month preceding the anniversary.
- 2.3) The LESSEE shall complete a service connection form at the relevant municipal offices for the creation of a municipal account (for the levying of the lease amount, rates, services, availability fees, taxes, municipal services and other relevant costs) in the name of the LESSEE as described in this lease and provide the LESSOR's Planning and Development Department with such account number in writing within 5 (FIVE) business days from it signing this lease.
- 2.4) The LESSEE will be responsible for payment of the normal rates, services charges and tariffs for any municipal services or availability fees provided to the Leased Premises, whether at the request of the LESSEE or not.

3. DEPOSIT

- 3.1) On opening of the municipal account as contemplated in clause 2.2 above, the LESSEE shall pay to the LESSOR a deposit in the amount of R[INSERT] ([INSERT]) (VAT included), which is an amount equal to 1 (ONE) month rental.
- 3.2) The LESSOR may apply the deposit referred to in clause 3.1, in whole or part, in meeting any payment due by the LESSEE to the LESSOR at any time during the lease period or after the termination of this lease.
- 3.3) Whenever during the lease period, the deposit is so applied in whole or part, the LESSEE shall on demand reinstate the deposit to its original amount.
- 3.4) The deposit payable in terms of clause 3.1 shall annually escalate at the rate equal to which the monthly rent is escalated in terms of clause 2.1. Such increase in the deposit shall be payable by the LESSEE to the LESSOR on demand.
- 3.5) As soon as all the obligations of the LESSEE to the LESSOR have been discharged following the termination of this lease, the LESSOR shall refund to the LESSEE, free of interest, so much of the deposit as has not been applied in terms of this lease.

4. SUBJECTION OF LEASE

This lease is subject in all respects to:

- 4.1) the management and administration of immovable property by the municipality;
- 4.2) all servitudes and conditions, if any, binding on the municipal council of the LESSOR in respect of the Leased Premises.

5. COMPLIANCE WITH LAWS AND BY-LAWS

- 5.1) The LESSEE shall during the currency of this agreement, at its own cost and expense, comply with all Laws and Municipal By-laws and/or any other competent authorities in connection with its operational and development activities, and it is expressly agreed that there shall be no obligation on the LESSOR to effect any repairs and/or additions to the Leased Premises in order to comply with the requirements of any Law or Municipal By-Law and/or of any other competent authorities.

6. USE

- 6.1) The Leased Premises, together with the existing buildings and other structures thereon as well as such buildings and other structures as may be erected in accordance with the provisions of this lease, shall be used exclusively for the management, leasing, sub-letting, supervision and maintenance of the Leased Premises for business purposes or any such other purpose as may be approved by the LESSOR following application therefor.

- 6.2) Access to the Leased Premises by the LESSEE or persons using the same with its authority shall be from the R407, Prince Albert, 6930.
- 6.3) The LESSEE, in its use of the Leased Premises, shall:
- 6.3.1) conform with all applicable laws and statutory, municipal and other by-laws and regulations relating to lessees or occupiers of the Leased Premises;
 - 6.3.2) not knowingly nor negligently cause nor allow to be caused any blockage or failure in any sewerage pipes, water pipes, drains and other supply equipment and installations (if any) serving the Leased Premises,
 - 6.3.3) not allow any person to reside overnight in and/or on the Leased Premises;
 - 6.3.4) not do, nor permit to be done, any act, matter or thing which may result in any blockages or damage to the plumbing system at the Leased Premises, the duty to repair same shall lie with the LESSEE; and
 - 6.3.5) not do, nor permit to be done, any act, matter or thing which may render the LESSOR's insurance of the buildings, structures and/or the Leased Premises against risk of loss or damage attributable to any of the causes insured against from time to time, either void or voidable, or which may increase the rate of premiums payable by the LESSOR in respect of such insurance.

7. SECURITY OF THE LEASED PREMISES

- 7.1) The LESSEE shall ensure that the Leased Premises is properly secured and protected during and after the close of business. The LESSEE shall be held liable for any damage or loss that may occur from such neglect.

8. DUTIES OF THE LESSEE

- 8.1) The LESSEE shall not:
- 8.1.1) erect or cause or permit to be erected any buildings and/or structures on the Leased Premises;
 - 8.1.2) effect any improvements or additions to any building and/or structures presently erected or to be erected on the Leased Premises; and/or
 - 8.1.3) make any substantial variations or alterations on the Leased Premises, without the prior written consent of the LESSOR given under the hand of the Municipal Manager and until such time as the plans therefore have been approved by the delegated authority of the LESSOR.
- 8.2) The LESSEE acknowledges and agrees that it shall not at any time, or under any circumstances, have any claim against the LESSOR for improvements effected to the Leased Premises and/or any building(s) or structure(s) erected on the Leased Premises.
- 8.3) The LESSEE shall, only if requested to do so by the LESSOR in writing, at the LESSEE's cost, enclose and keep the Leased Premises enclosed with suitable fences to the approval of the LESSOR. The

LESSEE shall complete the aforesaid enclosure of the Leased Premises within a reasonable time-period after being requested to do so in writing. For the avoidance of doubt, the LESSEE shall not be entitled to enclose the Leased Premises without the prior written consent of the LESSOR.

- 8.4) The LESSEE shall at all times be responsible for maintaining good order, behaviour and government on the Leased Premises and within any buildings and/or structures thereon and shall not allow the same to be frequented by persons of ill repute or bad character.
- 8.5) The LESSEE may not and will not allow for any changes to be made to the electrical installation at the Leased Premises (if any), without the prior written consent of the LESSOR, given under the hand of the Municipal Manager. In the event of the LESSOR giving its consent, any changes must still be effected strictly in accordance with the regulations of the local authorities, as well as the suppliers of electricity.
- 8.6) The LESSEE shall at all times keep the Leased Premises inside and outside in a clean and tidy condition and free from all rubbish or accumulation of litter dirt to the satisfaction of the LESSOR.

9. MAINTENANCE

- 9.1) The LESSEE shall at its own cost, keep and maintain the interior and exterior of the Leased Premises in a clean, sanitary and good condition and without derogating from the generality of the foregoing.
- 9.2) The duty to repair the Leased Premises and any buildings and/or structures and/or fixtures relating to the Leased Premises shall at all times lie with the LESSEE and upon expiration of this lease, the LESSEE shall return same, in good and substantial repair. Without detracting from the generality of the above, the LESSEE shall repair damages caused by the LESSEE to the Leased Premises inclusive of the doors, windows, ceiling(s), floors and walls which may be occasioned by any cause including forcible entry or exit and malicious damage. Should any structure, garden, fence, etc. or portion thereof on the Leased Premises be damaged due to any act or negligence of the LESSEE, the LESSEE shall be held liable for the payment of the total cost of any such repair work.
- 9.3) No trees growing on the Leased Premises (if any) shall be cut down or interfered with without the prior written consent of the LESSOR, given under the hand of the Municipal Manager.
- 9.4) The LESSEE shall not remove or cause or permit to be removed from the Leased Premises any soil, clay, gravel, sand, foliage, vegetation or other matter upon or below the surface of the land without the prior written consent of the LESSOR, given under the hand of the Municipal Manager.
- 9.5) Any damage caused to the Leased Premises as a result of any dismantling or removal of equipment or as a result of the LESSEE's failure to maintain the Leased Premises in such good order and condition, shall be made good by the LESSEE at the LESSEE's own cost and expenses within 30 THIRTY) days after written notice have been sent to the LESSEE.

9.6) The LESSOR reserves the right of free access, without notice, to the Leased Premises for as many of its officers and servants as may be necessary for the purpose of:

9.6.1) inspection, maintenance, renewal, cleansing, repairs and reconstruction (where such maintenance, renewal, cleansing, repairs and reconstruction is necessary as a result of normal wear and tear or is requested and paid for by the LESSEE) of, or in connection with, existing underground foul sewers, rising mains, storm water drains, water mains, electric cables, or any works appurtenant thereto, or in regard to any such or other municipal services which the LESSOR may in future lay in or across the Leased Premises, the LESSOR reserving to itself the right to establish such services without notice. The LESSEE shall not build over, alter, or in any manner disturb such services except with the express consent in writing of the Director of Technical Services of the LESSOR or his authorised representative in respect of the service concerned, and upon due compliance with any specified precautionary measures; and

9.6.2) entering upon the Leased Premises or any buildings or structures erected thereon and inspecting the same, and making an inventory of all defects or matters calling for repair found thereon or therein for which the LESSEE is responsible as provided in this lease and within 30 (THIRTY) days of the receipt of a notice in writing from the LESSOR calling upon it to do so, the LESSEE shall make good any defects or matters requiring repair as aforesaid and if the LESSEE shall fail to do so, the LESSOR may enter upon the Leased Premises, buildings and structures aforesaid and remedy such defects or make and effect the repairs aforesaid and recover the cost from the LESSEE, for the avoidance of doubt, nothing contained in this clause shall have the effect of absolving the LESSEE from its duty of maintenance and repair as provided for in this lease.

10. INDEMNITY

10.1) The LESSEE hereby indemnifies and holds the LESSOR and its employees and other representatives (collectively the "Indemnitees") harmless from all claims, including in connection with loss of life, bodily or personal injury or property damage, of whatsoever nature and kind and howsoever arising, whether directly or indirectly, in connection with the Leased Premises and/or this lease.

10.2) The LESSEE shall not have any right, remedy or claim of any nature whatsoever and howsoever arising against the LESSOR for any loss, damage (whether general, special or consequential), cost, expenses or injury of any nature whatsoever or howsoever arising which may be suffered by the LESSEE, whether directly or indirectly, in connection with the Leased Premises and/or this lease.

11. BREACH

11.1) In the event of the:

11.1.1) rental and/or other amounts (such as services) not being paid within 30 (THIRTY) days after same has become due and payable; and/or

- 11.1.2) the Leased Premises, fence, buildings, and structures not being kept and maintained in an efficient state of repair and in good structural condition, and/or
- 11.1.3) LESSEE not using the Leased Premises as set out herein; and/or
- 11.1.4) LESSEE breaching any condition(s) of this lease and failing to remedy such breach within 30 (THIRTY) days (or other reasonable period necessary in the circumstances) of delivery of written demand to do so,

the LESSOR shall be entitled to claim specific performance or cancel and terminate this lease and to re-enter upon and resume possession of the Leased Premises and any structures, buildings and/or other improvements effected thereto or thereon without prejudice to the right of recovery of any rent due, and to recover from the LESSEE such amount in respect of loss or damage as the LESSOR may have sustained or expenses which may be entailed upon the LESSOR due to the breach by the LESSEE. In such event the LESSEE shall not have the right to remove any building and/or structures which may have been erected from its own funds on the Leased Premises in terms of this lease.

- 11.2) In the event of this lease for any reason being cancelled, the LESSEE shall immediately vacate the Leased Premises if it is in occupation and the LESSOR shall not be liable for any compensation for any improvements of a permanent nature made to the Leased Premises by the LESSEE or by any other person.
- 11.3) 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 5 (FIVE) years and not more than 10 (TEN) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the aforementioned act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 11.4) The LESSEE undertakes to pay all attorney- and client costs plus VAT, collection commission and tracing costs plus VAT which the LESSOR may incur in collecting any amount owing in terms of this lease by the LESSEE and which is not paid on the due date thereof, including interest on such amount at the maximum rate allowed from the date such amount becomes due, until receipt of payment.
- 11.5) The LESSEE agrees to the jurisdiction of the Magistrate's Court for the recovery of any amount due in terms hereof or any other matter/dispute which might arise from this lease. This provision shall however not be construed so as to oust the jurisdiction of the High Court and the LESSOR shall at all times be entitled to approach any Court of competent jurisdiction.

12. TERMINATION AND CANCELLATION

- 12.1) In the event of any of the following occurring:

- 12.1.1) the LESSEE having been dissolved and deregistered;
- 12.1.2) the LESSEE not utilising the Leased Premises as per this agreement;
- 12.1.3) where the LESSEE:
 - 12.1.3.1) has been finally liquidated, or where any application is made to court in such respect,
 - 12.1.3.2) is being wound-up;
 - 12.1.3.3) is entering into or purporting to enter into any composition or arrangement of whatsoever nature for the benefit of or more of its creditors;
 - 12.1.3.4) is not satisfying any judgment against them within 14 (FOURTEEN) days of the date of such judgment being granted or failing make appeal or review proceedings against the judgment within the 14 (FOURTEEN) day period as stated above;

the LESSOR shall be entitled to terminate this agreement immediately without payment or compensation whatsoever to the LESSEE and without prejudice to any of the LESSOR's other rights against the LESSEE, including the right to claim damages from the LESSEE.

- 12.2) Where this agreement is terminated for any of the above reasons or at the expiration of this agreement, the Leased Premises shall revert to and vest in the LESSOR. The LESSEE shall be permitted to remove any improvements, non-permanent in nature, which may have been effected or erected by it from its own funds on the Leased Premises within a period of 10 (TEN) days of such termination or expiration on condition that any damage caused to the Leased Premises as a result of the removal thereof will be compensated for by the LESSEE.
- 12.3) Any structures not removed shall vest in the LESSOR free of compensation. The LESSEE shall also be permitted to remove any material, furniture or equipment belonging to it from the Leased Premises within 14 (FOURTEEN) days of such termination or expiration of this agreement. Any material, furniture or equipment not so removed shall vest in the LESSOR free of compensation.
- 12.4) The LESSEE shall at the expiration, cancellation or termination of this agreement deliver to the LESSOR the Leased Premises in a condition satisfactory to the LESSOR. The LESSEE shall compensate the LESSOR for any damages caused to the Leased Premises for whatever reason.
- 12.5) The termination of this agreement shall further occur:
 - 12.5.1) at the expiry of the lease period; or
 - 12.5.2) if the parties agree thereto in writing.
- 12.6) Notwithstanding anything in this agreement contained, whether in the instance of the Council of the LESSOR needing the Leased Premises or any portion thereof, the LESSOR may resume

possession of the whole or any portion of the Leased Premises at any time on giving 3 (THREE) months' written notice to that effect and may cancel or amend the agreement accordingly.

13. DISPUTE RESOLUTION

- 13.1) If a dispute arises in connection with this lease or its termination or invalidity, the parties shall use their best efforts to settle the dispute by mediation.
- 13.2) Upon written notice from any party to another party (the "Dispute Notice") the dispute shall be referred to a suitably qualified independent mediator. The parties shall agree the mediator's identity in writing, within 7 (SEVEN) days of delivery of the Dispute Notice. Failing agreement, the mediator shall be appointed by the Registrar of the Arbitration Foundation of Southern Africa ("AFSA").
- 13.3) Any mediation shall be held in Prince Albert. The parties shall agree on the mediation procedure.
- 13.4) If a dispute is not settled by mediation within 30 (THIRTY) days of delivery of the Dispute Notice, then the dispute shall be settled by arbitration.
- 13.5) The arbitrator shall be a suitably qualified independent person agreed in writing by the parties within 14 (FOURTEEN) days of the lapse of the 30-day period contemplated in clause 14.4. Failing agreement, the arbitrator shall be appointed by the Chairperson of the Legal Practice Council upon request by any party.
- 13.6) The arbitration shall be held in Prince Albert in accordance with the prevailing Arbitration Foundation of Southern Africa Rules for Commercial Arbitration.
- 13.7) The arbitrator shall set the date, time, and venue in Prince Albert for the arbitration.
- 13.8) Any order or award made by the arbitrator shall be final and binding.
- 13.9) This clause 13 shall not prevent any party from seeking interim and/or urgent relief from a court of competent jurisdiction.

14. CESSION, ASSIGNMENT AND SUBLETTING

- 14.1) The LESSEE shall not cede or assign all or any of its rights and obligations under this agreement.
- 14.2) The LESSEE shall not have the right to cede, make over or sell this agreement to any person, trust, company or association.

15. SUB-LETTING

The LESSEE shall not be entitled to sublet the Leased Premises to prospective tenants / lessees.

16. DOMICILIUM CITANDI ET EXECUTANDI

- 16.1) The LESSEE and the LESSOR hereby appoint and choose their respective addresses as set out in Schedule 1 of this lease for all purposes of and connected with this lease to be their domicilium citandi et executandi, at which addresses all notices and legal process in relation to, or arising out of, this lease may be delivered and/or served.
- 16.2) Either party shall be entitled from time to time, by written notice to the other, to change its address as set out in Schedule 1 of this lease; the LESSEE specifically to the LESSOR via its Planning and Development / Finance Department, to vary its domicilium address to any other address within the Republic of South Africa, which is not a post office box.
- 16.3) All notices, communications or processes in terms of this lease shall be in writing, which shall include electronic mail.
- 16.4) Any notice, communication or any process addressed by one of the parties to the other, shall be deemed to have been sufficiently served and/or delivered upon the receiving party by:
- 16.4.1) registered mail on the 5th (FIFTH) business day after posting; or
- 16.4.2) fax or electronic mail on the 1st (FIRST) business day after the date of transmission thereof; or
- 16.4.3) hand during normal business hours at the time of delivery.
- 16.5) The above clauses will not be so construed as to oust the service procedures, specifically those of personal service as depicted in any applicable legislation of the Republic of South Africa.

17. COSTS

Each party shall bear its own costs incidental to the negotiation, preparation and execution of this agreement.

18. REPRESENTATION ON AUTHORITY OF PARTIES

The signatories (whether it may be one person or more than one person) of the LESSEE hereby warrant, represent and confirm by signing this lease, that:

- 18.1) in terms of the LESSEE's constitution, trust deed, memorandum of incorporation, members' agreement or any similar document, whichever case may be applicable, the entity may conclude and enter into this lease;
- 18.2) the necessary procedures and duties were followed and conformed to in respect of the authorisation to conclude and enter into this lease and that the signatories of this lease are mandated thereto in terms of a resolution by such entity;
- 18.3) he/she/they are duly authorised thereto and have the legal capacity to sign and enter into this lease on behalf of the LESSEE; and

- 18.4) the signing of and entering into the lease and the performance of the obligations in terms of this lease have been duly authorised and that this lease is a valid and legal agreement binding on the LESSEE and enforceable in accordance with its terms and conditions.

19. DESTRUCTION OR DAMAGE

Should the Leased Premises at any time or times during the currency of this lease be damaged or destroyed by fire, riots, force majeure or any other cause whatsoever so as to render it wholly untenable, then the LESSEE shall be entitled to cancel this lease by written notice to the LESSOR within 60 (SIXTY) days after the date of destruction of the Leased Premises. If no such notice is given then this lease shall not be terminated and the LESSEE shall be liable for payment of rental and other amounts payable in terms of this lease.

20. HOLDING OVER

In the event of the

- 20.1) LESSOR cancelling this lease and the LESSEE disputing its right to cancel and remaining in occupation of the Leased Premises; or
- 20.2) LESSEE and LESSOR being engaged in a dispute regarding any aspect concerning this lease (such as a maintenance or repair dispute),

the LESSEE shall, pending the determination of such dispute(s) by litigation or otherwise, continue to pay to the LESSOR an amount equivalent to the monthly rental and or other sums payable hereunder on the date or dates upon which such sum would have been due but for the cancellation or other dispute, as the case may be, and the LESSOR shall be entitled to accept and recover such payments. The acceptance thereof shall be without prejudice to and shall not in any way whatsoever effect the LESSOR'S disputed cancellation and/or position on other issue(s) in dispute. Should a cancellation dispute be determined in favour of the LESSOR, the payments made and received in terms of this clause shall be deemed to be amounts paid by the LESSEE on account of damages suffered by the LESSOR by reason of the cancellation of this lease and/or the unlawful holding over by the LESSEE.

21. LESSEE'S FINANCIAL MANAGEMENT OBLIGATIONS

- 21.1) The LESSOR, in terms of the regulations issued in terms of section 168 of the Local Government: Municipal Finance Management Act 56 of 2003, is obliged to monitor the implementation of, and assess the LESSEE'S performance under this agreement and to impose financial management duties on the LESSEE, including transparent processes relating to internal financial control, budgeting, accountability and reporting and in order to fulfil these duties, the LESSOR shall be entitled to expect same duties towards it in this regard, as is expected from the LESSEE by the LESSOR, where applicable.
- 21.2) In order to comply with the above, the LESSOR shall be entitled to, from time to time during the lease period, request information from the LESSEE and or issue directives to the LESSEE in the above regard.

21.3) Without limiting the generality of the afore going, the LESSEE must submit annually to the

22. SURETYSHIP

22.1) If a LESSEE enters into this agreement in a representative capacity, then such LESSEE binds him/herself as surety and co-principal debtor on behalf of the represented party for the due performance by the LESSEE (the principal) of the terms of this agreement by virtue of his/her signature hereto and by virtue of the deed of suretyship incorporated in this clause. If the person proposing to act in a representative capacity appears not to be in possession of proper written authority by his/her principal, then and in that instance the person who signed this agreement will, in his/her personal capacity, be liable for the due fulfilment of all the obligations of the party on whose behalf he/she proposes to act.

22.2) The sureties by their signatures hereto, renouncing the benefits of excussion and division, the meaning of which they declare themselves to be fully acquainted, hereby bind themselves jointly and severally and in solidum, to the LESSOR and its successors in title, cessionaries or assigns, as sureties for and co-principal debtor with the LESSEE for the due and punctual payment and performance by the LESSEE of all debts and obligations (including but not limited to damages) of whatsoever nature and howsoever arising from this agreement including any amendment hereto, which the LESSEE may now or in the future owe to the LESSOR – (all of which debts and obligations are hereinafter referred to as "the obligations"). As part of their liability in terms hereof, the sureties bind themselves as aforesaid to pay the amount of all charges and expenses of whatsoever nature including, but without derogating from the generality of the aforesaid, attorney and own client legal costs (reckoned on the recommended non litigious tariff of the Legal Practice Council (Western-Cape office) or its successors) and collection commission under this agreement as well as the sureties' obligations hereunder.

22.3) Should the LESSEE be a registered company/close corporation it shall prior to concluding this agreement furnish the LESSOR in writing with the names and addresses of all its shareholders and directors or members, and no share or member's interest in the tenant company/close corporation shall be sold, disposed of or alienated nor shall it be permitted to make any change in the composition of its directorate or members without the prior written approval of the LESSOR, given under the hand of the Municipal Manager, which approval will not be unreasonably withheld. Such directors or members referred to shall be obliged to sign a suretyship for the due fulfilment of the obligations of the company/close corporation in terms of this agreement.

23. PRECEDENCE OF AGREEMENT

In the event of any conflict with or any discrepancy between this agreement and any of the annexures hereto, which are incorporated herein by reference, the terms and conditions of this agreement shall take preference.

24. CONFLICTS WITH OTHER CONTRACTS

The parties to this agreement hereby confirm that, to the best of their knowledge, there is no conflict between this agreement and any other agreement to which either party is a party and, should such a conflict arise or become known, such conflict will be resolved by negotiation between the parties, failing which the provisions of this agreement will prevail.

25. VARIANCE OF AGREEMENT

Any variance/amendment of this agreement must be agreed between the parties in writing, save for an extension as requested by the LESSEE of the time period within which to complete any applicable conditions, which the LESSOR may unilaterally extend by written notice to the LESSEE with or without conditions. Any indulgence which the LESSOR in accepting any payments after due date or in accepting a lesser sum than the amount due, shall not in any way prejudice its rights or be construed as a waiver of same by the LESSOR.

26. GOOD FAITH AND CO-OPERATION

The parties undertake, in the spirit of co-operation to:

- 26.1) consult with each other in connection with fulfilling their obligations under this agreement; and
- 26.2) provide each other timeously with information and documentation required in terms of this agreement or applicable By-Laws of the LESSOR.

27. SEVERABILITY

27.1) This agreement constitutes the whole agreement between the parties and, except in so far as determined otherwise in clause 14, no clause or provision of this agreement is severable from the other clauses or provisions of this agreement.

27.2) The annexures to this agreement are severable from this agreement and from one another in order to amend or delete such annexure so as to accommodate changed circumstances, events and conditions to which the parties have agreed but only to the extent that such amended or deleted annexure does not materially detract from or amend this agreement.

28. WARRANTIES

28.1) The LESSEE warrants that:

- 29.1.1) it has taken all necessary actions to authorise its execution of this agreement;
- 29.1.2) all the proposal documents which formed part of the LESSEE's tender proposal have been duly executed on proper authority and are in full force and effect as at the Signature Date;
- 29.1.3) no litigation, arbitration, investigation or administrative proceeding against it is in progress as at the Signature Date;

- 29.1.4) it is not subject to any obligation, non-compliance with any other development contracts which is likely to have a material adverse effect on its ability to execute the development project deliverables; and
- 29.1.5) all information disclosed by or on behalf of the LESSEE to the LESSOR at any time up to the Signature Date is true, complete and accurate in all material respects.

28.2) The LESSOR warrants that:

- 29.2.1) it has taken all necessary actions to authorise the execution of this agreement; and
- 29.2.2) it has not knowingly omitted to disclose any material information in its possession or under its control relating to the Leased Premises.

29. GENERAL

- 29.1) Neither the LESSEE nor any other person shall acquire or hold any licence for the sale of intoxicating liquor upon the Leased Premises or in or from any buildings or structures thereon.
- 29.2) The parties hereto acknowledge that this lease constitutes the entire agreement between them and that no other conditions, stipulations, warranties or representations whatsoever have been made by or on behalf of either party other than such as are included herein.
- 29.3) The LESSEE will not carry on such activities in a manner which creates a nuisance, is a threat or danger to the public health and safety, or damages or defaces any municipal property.
- 29.4) The grant of the lease hereby constituted, shall under no circumstances be deemed to confer any real right or servitude of any kind in favour of the LESSEE. Upon a demand made by the LESSOR, in terms of this lease, for vacant possession of the Leased Premises, the LESSEE shall be bound to give such possession without any right to compensation, whether for useful, necessary expenses or other improvements.

30. TRADING HOURS

- 30.1) The LESSEE shall conduct its business on the Leased Premises during the hours determined within its own discretion.

SIGNED AND AGREED TO AT _____ on the _____

day of _____ 2023.

LESSOR:

AS WITNESSES:

1. _____ (Do not sign)

2. _____ (Do not sign)

Authorised Signatory

PRINCE ALBERT MUNICIPALITY

SIGNED AND AGREED TO AT _____ on the _____

day of _____ 2023.

LESSEE:

AS WITNESSES:

1. _____ (Do not sign)

2. _____ (Do not sign)

Authorised Signatory

Name of Lessee

Annexures to be included in Final Agreement.

ANNEXURE B – LOCALITY MAP

Portion 4_137 Airfield

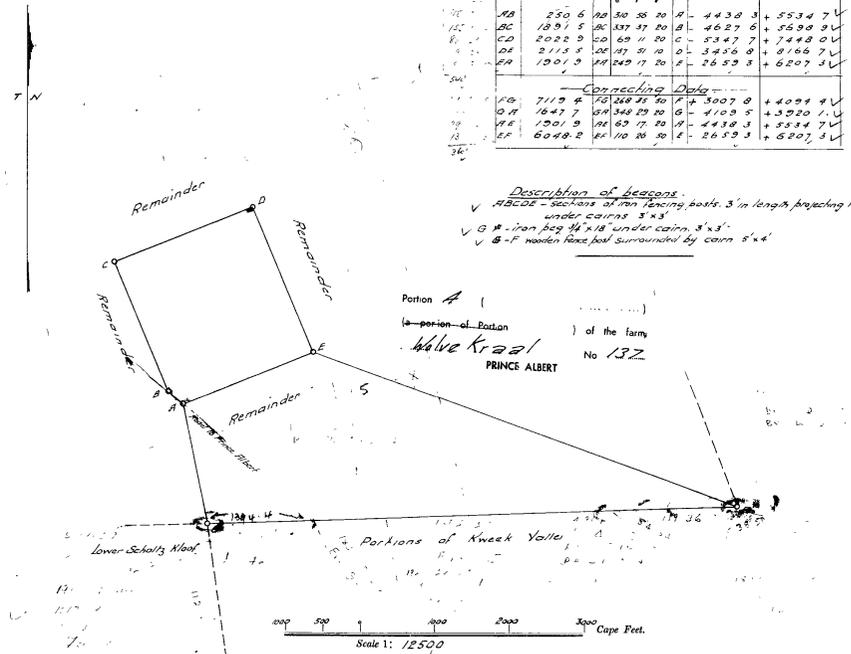


ANNEXURE C – SURVEYOR GENERAL DIAGRAM

4269/40

Approved
William J. ...
 Surveyor-General
 8 July 1940

SIDES Cape Feet	ANGLES OF DIRECTION	SYSTEM Co-ORDINATES	
		y	x
AB 250.6	120 50 25 20	-443.2 3	+553.4 7
BC 1897.5	20 437 37 20	-4627.6	+5599.9
CD 2022.9	50 69 11 20	-5347.7	+7448.0
DE 2113.5	120 47 31 20	-3426.9	+8166.7
EA 1801.9	20 249 17 20	-2659.3	+6207.3
Connecting		Date	
AB	7119.4	120 268 35 50	+3007.8 +4099.4
BC	1847.7	20 348 25 20	-4109.5 +3929.1
CD	1201.9	20 62 17 20	-4418.3 +3834.7
DE	6048.2	20 10 20 50	-2659.3 +6207.3



Description of features:
 ✓ ABCDE - sections of iron fencing posts 3' in length projecting 1' under cairns 3' x 3'
 ✓ G - iron peg 1/4" x 1/8" under cairn 3' x 3'
 ✓ B-F - wooden fence post surrounded by cairn 3' x 3'

Portion A
 (= portion of Portion) of the farm
 Wolve Kraal
 PRINCE ALBERT No 132

The figure ABCDE represents 42,227 1/2 Morgen Square Feet of land, called Portion A (Aerodrome) which is referred to hereunder, portion of the farm Wolve Kraal situate in the Field-Cometery of DIVISION of Prince Albert PROVINCE of CAPE of GOOD HOPE.

Surveyed in July 1940 by me Ch. J. de Klerk Land Surveyor.

This diagram is annexed to Transfer Deed No 965 dated 12.2.1941 in favour of Council of the Municipality of Prince Albert The original diagram is No. BF.W.Q 5-23 annexed to Transfer Deed No 965 dated 15.4.1941 in favour of M A de Beer (Samuel Beer) S.G. File No. S 14418 Survey Records No. E1289/1940
 Registrar of Deeds BF.W.Q 5-23 BK-2

Form Q.

MBD 3.2 – PRICING SCHEDULE FOR SERVICES

INSTRUCTIONS:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
3. Document MUST be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
6. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a) In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN "X"										
Are you/is the firm a registered VAT Vendor	YES							NO			
If "YES", please provide VAT number											

I / We _____ (full name of Bidder) the undersigned in my capacity as _____ of the firm hereby offer to Prince Albert Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Prince Albert Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

Pricing instructions

1. The tender will be evaluated on the 80/20 or 90/10 Preference Points system as prescribed by PPPFA (Preferential Procurement Regulations) Circular 01 of 2021/22.
2. A preferred and alternative bidder can be appointed, upon discretion by the Bid Evaluation Committee (BEC) and Bid Adjudication Committee (BAC),

ERVEN	RENTAL AMOUNT PER MONTH (R) INCLUDING VAT [Year 1] – Note 1	AMOUNT (IN WORDS)
Portion of Farm 4/137 (Wolwekraal) – Municipal Airfield	R	

Note 1:

The rental amount per month completed above, is the amount to be used in the price and preference points evaluation, and must be carried forward to the tender cover page.

SIGNATURE OF PRINCE ALBERT MUNICIPALITY OFFICIALS AT TENDER OPENING	1. 2.
--	------------------------

CONTACT PERSON (TECHNICAL / SPECIFICATION ENQUIRIES):

Mr. George van der Westhuizen (Senior Manager: Corporate and Community Services)

Tel: 023 541 1036

Email: george@pamun.gov.za



MBD 7.3 - CONTRACT FORM – SALE OF GOODS / WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements stipulated in bid number **T172/2023** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER [MUNICIPALITY])

1. I, in my capacity as, accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES	
1.
2.
DATE