



**BID NO: COM 141/2023**

**SALE OF VACANT MUNICIPAL STANDS FOR  
RESIDENTIAL PURPOSES AT TEKWANE  
SOUTH EXT 2 FOR THE CITY OF MBOMBELA**

**CLOSING DATE: 24 JANUARY 2024**

**NAME OF BIDDER: \_\_\_\_\_**



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**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF MBOMBELA</b>				
BID NUMBER: COM141/2023		CLOSING DATE: 24 JANUARY 2024		CLOSING TIME: 11:00
DESCRIPTION	<b>SALE OF MUNICIPAL VACANT STANDS FOR RESIDENTIAL PURPOSES AT TEKWANE SOUTH EXT.2 WITHIN THE CITY OF MBOMBELA</b>			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT  
1 Nel Street, Mbombela Civic Centre, next to the main entrance

<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER/ INCOME TAX NUMBER				
TAX COMPLIANCE STATUS ( If available)	TCS PIN:		OR	CSD No: ( If available)
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes  [IF YES ENCLOSURE PROOF]	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED	N/A		TOTAL BID PRICE	<b>N/A</b>
SIGNATURE OF BIDDER	.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	City Planning	
CONTACT PERSON	Nomsa Ndukuya	CONTACT PERSON	Thenjiwe Khoza	
TELEPHONE NUMBER	013 759 2358	TELEPHONE NUMBER	013 759 2315	
Email address:	Nomsa.ndukuya@mbombela.gov.za	Email address:	thenjiwe.khoza@mbombela.gov.za	

## PART B

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. ( **Not applicable to Natural persons**)
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. ( **Not applicable to Natural persons**)
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. ( **Not applicable**)
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. ( **Not applicable to Natural persons**)
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.( **Not applicable to Natural persons**)
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. ( **Not applicable to Natural persons**)

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

### TERMS AND CONDITIONS FOR BIDDING

**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 THIS BID IS SIGNED: .....

DATE: .....



**BID NO: COM141/2023**  
**CLOSING DATE: 24 January 2024**

**SALE OF VACANT MUNICIPAL STANDS FOR RESIDENTIAL PURPOSES AT TEKWANE SOUTH EXT.2  
WITHIN THE CITY OF MBOMBELA**

Bids are requested from interested parties preferably from the targeted group for the purchase of vacant and serviced stands at Tekwane South EXT 2 for residential purposes within the City of Mbombela.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 08 December 2023 on the City's website: [www.mbombela.gov.za](http://www.mbombela.gov.za) on the tenders and notices' folder, and National e-Tender Portal: [www.etenders.gov.za](http://www.etenders.gov.za), free of charge.

Duly completed bid documents and supporting documents which are, CERTIFIED COPY OF IDENTITY DOCUMENT (ID), PROOF OF RESIDENCE FROM ISSUED BY THE COM, INCOME TAX NUMBER (WHERE APPLICABLE) and In case of a company (Juristic person) bidding, company documents including CSD, CK and TCS must be furnished , together with the bid document must be sealed in an envelope clearly marked: "BID NO.: COM141/2023, SALE OF VACANT STANDS FOR RESIDENTIAL PURPOSES AT TEKWANE SOUTH EXT 2 WITHIN THE CITY OF MBOMBELA with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered. No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager on the below contact details.

**Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.**

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of contribution and specific target goals as per the City's Preferential Procurement Policy, 2023.

Procurement Enquiries : Nomsa Ndukuya (013) 759 9052  
Technical Enquires : Thenjiwe Khoza (013) 759 2315  
Employer : City Manager, Mr W Khumalo  
City of Mbombela  
P. O. Box 45, Mbombela, 1200

**VISIT OUR WEBSITE – [www.mbombela.gov.za](http://www.mbombela.gov.za)**

*NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.*

## Conditions and important information regarding the bid

1. The City is facing serious challenges of overcrowding and booming of informal dwellings in Kanyamazane Township and surrounding areas. To alleviate the challenge, Council in its meeting held on 29 July 2021 item number A(7) resolved that the municipal stands identified for residential purposes at Tekwane extension 2 be sold to qualifying individuals residing in the identified problem areas.
2. The objective of the tender is to sell vacant municipal stands for residential purposes preferably to the residents of Kanyamaze Township and surrounding areas to alleviate the emerging risk.
3. The target for this bid is the unemployed persons, youth, first time home buyers and the missing middle (Joint household income of less than R350 000), however the bid is open to all South African preferably residing within the jurisdiction of the City of Mbombela.
4. Preference will be given to buyers in the identified problem area.
5. The bid is open to Juristic and natural persons.
6. The bidder is allowed to bid for a maximum of **5 stands**, however only one stand will be awarded per bid. **Depending on the number of interest shown on a particular stand, it be noted that some bidders may not be awarded their preferred stand. All being equal, the highest bidder will be given preference.**
7. All the stands have been allocated **reserves prices. No stand will be sold below the recommended reserve / market value price.**
8. In cases whereby interests have not been shown on a specific property or properties, **the City reserves the right to enter into negotiations with the losing bidders to make an offer on the stands.**
9. The reserved prices has been determined by the professional property valuer as market related prices.
10. The area where the stands are situated is formalised and the stands are serviced.
11. The City will allow a maximum of **90 days** for the payment of the stands awarded to the bidder.
12. The stand must be paid in full within the allocated timeframe and **NO INSTALLMENT PAYMENT WILL BE ALLOWED in line with the NCR provisions**
13. The bidder will be responsible for the registration and transfer of the property with the deeds office.
14. All related costs including taxes will be borne by the successful bidders

15. All bidders must submit proof of current residential address issued by the City of Mbombela.

16. No CASH payment will be allowed, funds must be deposited to the City's banking Account number within 30 days from date of award as a successful buyer. Should the payment not be received then the second closest bidder shall be awarded the stand

17. Interested Employees of the state with a joint household income of less than R350 000 are encouraged to bid. No employees of the state will be disqualified for this bid.

18. The City discourages the re-selling of the stands to other persons other than the Targeted groups (Unemployed and joint household income of less than R350 000), it is against that background that the City may decline the application for issuing of a clearance certificate to persons other than the successful bidder.

19. The City **encourages** the successful bidder to commence with the construction on the property within 2 years after the registration of the property. The property shall not be sold to any third party within the period of 8 years from the registration date.

20. Prospective bidders are warned to be aware of scammers, the bidding processes and the results thereof will be communicated widely on the City's website. No individuals outside the City's supply chain management processes has powers to influence the decision of the appointed bid committees.

21. In case of a company (Juristic person) bidding, company documents including CSD, CK and TCS must be furnished,

**NB!!!** Being a declared a successful bidder does not give the bidder the legal right to occupy property. The property will only be occupied after the full payment of the bid price, signing of the relevant documentation and finally the transfer of the property through the conveyancers.

Successful bidders will be expected to file AFFIDAVIT as commitment indication to pay the bid price within the specified period. The City reserve a right to take action against bidders who will not fully comply with the requirements of the tender.

**COMPULSORY QUESTIONERS TO BE BIDDERS**

1	Name of the Bidder	
2	Marital Status	
3	Type of Marriage	
4	Current Residential Address	
5	Number of years of residing on the address	
6	Ward no.	
7	Previous Residential Address	
8	Previous Ward No.	
9	Number of years in the previous address	
10	Employment Status	
11	No. of years of employment	
12	Name of the Employer and Address of Employers	
13	Occupation	
14	Source of Income	
15	Combined Household Income	
16	Are you a first time home buyer	
17	Have you previously benefitted to any Government home subsidy scheme	
18	Any other information relevant to this bid	

1. Declaration: I ..... ID NO.....  
 (Full names)

Hereby declare that the above information is true and correct and I understand that the City of Mbombela reserve the right to take legal action against me if there is misrepresentation of facts, fraud or corruption.

2. Declaration: I ..... ID NO.....  
 (Full names)

Hereby declare that I am authorised on behalf of the company/ join venture/ partnership to bid and signed and to the best of my knowledge understands the implications of this undertaking.

## T1.2 GENERAL CONDITIONS

### CITY OF MBOMBELA

#### 1. DEFINITIONS

Unless inconsistent or expressly indicated by the context, the undermentioned expressions have the following meanings:

**COUNCIL/SELLER** the CITY of MBOMBELA, Mbombela Mpumalanga

**CONTRACT** shall mean and include the Council's General Conditions of Contract, Special Conditions of Contract, Form of Tender, Schedule of Prices, the specifications including any schedules, and any agreement entered into in terms of the Council's General Conditions of Contract.

**PURCHASER** the tenderer whose tender has been accepted by the Council and shall include the tenderer's personal legal representatives, heirs, successors and assigns and shall also mean any person or persons or anybody or persons corporate or unincorporated from who or which bid offer/s to purchase have been received.

**CITY MANAGER** the CITY MANAGER of the CITY OF MBOMBELA MUNICIPALITY or any other official of the Council who is authorised in terms of Section 58 of the Local Government Ordinance (Administrations and Elections), 40 of 1960, to execute the powers of the CITY MANAGER.

**BID TENDER** shall mean an offer to purchase immovable property from the Council.

#### 2. **CESSION, SUB-LEASE OR ASSIGNATION**

The Purchaser undertakes not to cede, re-sell, sub-lease or assign this contract or any part or interest therein unless the Council grants permission in writing and then only on such conditions as the Council may approve.

#### 3. **ACCEPTANCE**

- 3.1 The written acceptance of this tender shall constitute a contract binding on both parties.
- 3.2 This tender shall remain open for acceptance for a period of ninety (90) days from the date on which tenders are due (closing date of tenders) and during this period the tenderer shall agree not to withdraw his tender or impair or derogate from its effect.
- 3.3 The Council does not bind itself to accept the highest or any tender and reserves the right to accept the whole or any portion thereof.

#### 4. **PRICE**

The price quoted shall be the total price for the property excluding the transfer, rezoning, subdivision, service connection, etc

#### 5. INFORMATION REGARDING PRICES AND NAME OF SUCCESSFUL TENDERER

Any tender shall be liable to disqualification should:

- 5.1 any attempt be made on the part of the tenderer or on the part of any of his agents, to obtain particulars or any relevant information other than that disclosed at the opening of tenders;
- 5.2 any attempts be made either directly or indirectly to canvass any member of the Council or any of its officers or servants in respect of this tender after the closing date of this tender and prior to the Council arriving at a decision thereon.
- 5.3 tenderers making enquiries as to the date upon which the Council is likely to arrive at a decision in connection with the tender.

6. **SUSPENSION OF TENDERERS**

The Council may refuse to receive or consider for such period as it may deem fit, tenders from any tenderers who make unwarranted allegations or comments upon the Council, its committee, members or officials, or whose conduct otherwise is not considered satisfactory.

7. **INFORMATION TO BE SUPPLIED BY TENDERERS**

In cases where the tenderer is a company, corporation or firm, the names of the directors shall be stated on the Form of Tender.

8. **TELEGRAPHIC OR FAXED TENDERS**

NO TELEGRAPHIC, FAXED OR E-MAILED TENDER DOCUMENTS WILL BE ACCEPTED

9. **LATE TENDERS**

NO LATE TENDERS WILL BE ACCEPTED.

10. **WITHDRAWAL OF TENDERS**

No tender shall be withdrawn after the closing time without the written permission of the Council.

11. **SUBDIVISION OF CONTRACT**

The Council reserves the right to subdivide the contract and to accept tenders for any one or more items.

12. **SCHEDULES TO FORM PART OF THE CONTRACT**

The Tenderer(s) agree(s) that, on the acceptance of the tender by the Council, the Schedules hereto attached, marked SCHEDULES A, B, C, D, and E, Alterations by Tenderer, Special Conditions of Contract and Specifications, Form of Tender and Price Schedule, respectively, shall be incorporated in and shall be deemed to form part of the Contract.

13. **PROPERTY**

List of vacant stands at Tekwane South EXT 2 (see list of stands table)

14. **PAYMENT OF PURCHASE PRICE**

Purchase price shall be payable in cash (by direct deposit into the provided municipal primary bank account) on the date of signing the deed of sale and proof of payment be submitted to the municipality.

15. **OCCUPATION**

Notwithstanding the date of signing the agreement and notwithstanding the fact that transfer of the PROPERTY has not been given to the PURCHASER, the PURCHASER shall be entitled to take possession and occupation of the PROPERTY on the date of sale, provided that the purchase amount has been paid in full.

16. **PAYMENT OF RATES AND TAXES**

From the date of sale the risk, loss, profit and advantage passes to the PURCHASER, who shall be responsible for the payment of all municipal and government taxes and all other monies or levies payable in respect of the PROPERTY and the PURCHASER shall be bound to comply with any requirements which may lawfully be imposed by the SELLER for the supply of water, electricity and sanitary services as well as assessment rates and other municipal levies, and all assessments and costs of any nature are to the debit of the PURCHASER and payable from that date.

17. **GENERAL PLAN AND BEACONS**

The PROPERTY is sold as indicated on the general plan of the township which is available for inspection at the office of the SELLER, but on condition that the SELLER shall be under no obligation to point out the PROPERTY or to indicate the beacons thereof, and shall also not be liable for payment or any costs incurred in this regard.

18. **CONDITIONS**

- 18.1 The PROPERTY hereby sold shall be subject to all the Conditions of Establishment and Conditions of Tekwane South Ext 2 as well as all applicable provisions of the Municipal By-laws and the Mbombela City Planning Scheme.
- 18.2 Recommendations to over bridge possible detrimental soil conditions, to the satisfaction of the Council, on the PROPERTY, must be included in the building plans submitted to the Council for approval, and all buildings must be constructed in accordance with the plans submitted.
- 18.3 The PURCHASER hereby acknowledges that he accepts the PROPERTY hereby sold subject to such conditions, that he shall comply with and executes such conditions and that he has acquainted himself with any encumbering conditions, limitations or servitudes which may exist in respect of the PROPERTY.
- 18.4 With regard to the dwelling and out-buildings, lean-to's excluded, only tiled pitched roofs including concrete or zinc tiles, may be used, with the reservation that an architect's designed flat roofed dwelling will be considered by the City Council's Aesthetic Committee with the right to be prescriptive. No timber and/or iron building shall be erected.

18.5. It is an express condition of this sale that the PURCHASER shall be obliged to erect and complete a building within 5(five) years from the date of signing this Deed of Sale which is acceptable and complies with the provisions of the Conditions of Establishment and Conditions of Title of the Township, as well as the City Planning Scheme and any applicable Municipal By-Laws and of which the floor area approved by the City Planning Department shall be at least the following and subject to the under mentioned conditions:

- (a) That the SELLER may, upon written application by the PURCHASER received within 3 (three) months before the expiry of the two-year period, grant an extension of the period by a maximum of a further two-year period.
- (b) That the SELLER may at its own discretion, out of its own accord and without the PURCHASER having applied therefore, grant extension for a further period which shall not exceed two years.
- (c) That it be made a condition that the PURCHASER of the PROPERTY may not dispose of it within a period of 8[eight] years from the date of registration of the PROPERTY unless it is developed. That the Council be granted the option to repurchase the PROPERTY at the original selling price should the PURCHASER decide to sell the vacant PROPERTY within a period of 8 [eight] years.
- (d) The PROPERTY may not be sold to any third party without prior consent of the SELLER.
- (e) That the development and building plans are subject to the approval of the SELLER'S Department of City Planning.

18.6. In the event of the PURCHASER failing to comply with this condition, the SELLER will have the right to cancel this sale. The contents of paragraph 18 shall be included in the Title Deed of the PROPERTY and thus shall bind all successive owners of the PROPERTY.

## 19. **VOETSTOOTS**

No guarantee or representation whatsoever which has not been described and included herein is made or given by the SELLER and the sale is 'voetstoots'.

## 20. **BREACH**

20.1 In the event of the buildings of which the floor area is stipulated in point 18 under "Conditions", not being fully erected within the specified time or such extended period as may be permitted, the PROPERTY having been registered in the name of the PURCHASER, the SELLER shall be entitled to the immediate transfer to its name at the cost of the PURCHASER.

The SELLER shall further be entitled to -

- (a) Waive the reversion at its discretion and in such case the PROPERTY shall be exempted from the restrictions imposed in terms of Clause 18 thereof;  
OR
- (b) Retain the purchase price pending the re-sale of the PROPERTY to another purchaser. Upon such re-sale, the SELLER shall refund to the PURCHASER such amount as it has received in terms of the re-sale or such amount that it has retained, whichever is the lesser sum. Should such re-sale not have taken place within a

period of one year from the date of the aforesaid reversion or retransfer, whichever is the most recent, the entire amount which has been retained, shall be refunded;

OR

(c) should the SELLER wish to retain the PROPERTY, refund to the PURCHASER an amount equal to the original selling price thereof or the portion of the selling price which has already been paid to the SELLER, whichever, shall be the lesser sum, which refund shall be made on the date of the aforesaid reversion or re-transfer whichever is the most recent.

20.2 Should the PURCHASER fail to comply with the provisions of Clause 18 or fail to comply promptly with any obligations as set out in this agreement like the non-payment of the purchase price, government taxes, assessment rates and levies or in the event of the PURCHASER violating any such conditions the SELLER shall, without any notice to the PURCHASER, be entitled to cancel this Agreement summarily and the SELLER will further be entitled to:

20.2.1 Claim full compliance of all the terms and conditions of this agreement including the payment of the full purchase price forthwith and/or;

20.2.2 Cancel the agreement in which event the SELLER shall be entitled to recover damages from the PURCHASER and pending the establishment of damages to retain on account of damages to be awarded any amounts which may have been paid hereunder and the PURCHASER shall immediately be dispossessed of and he hereby agrees, and binds himself/herself forthwith to give up possession of and to vacate the PROPERTY and any improvements effected thereon; and;

20.2.3 In any event be entitled to claim from the guilty party all costs at an attorney and client scale including costs incurred prior to issuing summons as well as collection of commission calculated at 10% (ten percent) on all amounts recovered or paid and interest on all amounts payable at prime rate from the date of sale and any such dates as the amounts are payable in terms hereof but in any event not later than from the date upon which the notice to the party in default was posted.

20.2.4 Retain the purchase price pending the re-sale of the PROPERTY to another purchaser. Upon re-sale, the SELLER shall refund to the PURCHASER such amount as it has received in terms of the re-sale or such amount that it has retained, whichever is the lesser sum less 10% deposit. Should such re-sale not have taken place within a period of one year from the date of the aforesaid reversion or retransfer, whichever is the most recent, the entire amount which has been retained, shall be refunded and shall retain the 10% deposit already paid;

20.2.5 Should the SELLER wish to retain the PROPERTY, refund to the PURCHASER an amount equal to the original selling price thereof or the portion of the selling price which has already been paid to the SELLER, whichever shall be the lesser sum, which refund shall be made on the date of the aforesaid reversion or re-transfer whichever is the most recent, provided that the 10% deposit already paid by the PURCHASER shall be forfeited;

20.2.6 The 10% deposit shall in case of cancellation of this agreement for whatever reason/s (except for adverse soil conditions) be forfeited to the SELLER also in case of retransfer of the PROPERTY into the SELLER's name.

20.2.7 The total purchase price shall be refunded to the PURCHASER in the case of cancellation of this agreement due to adverse soil conditions.

Provided that the SELLER shall be entitled, in any of the above instances, to deduct from any refund payable to the PURCHASER the costs resulting from such cancellation including the costs of retransferring the PROPERTY to the SELLER, as well as assessment rates, government taxes, commission payable to the auctioneer, and all charges payable in terms of any act or by-law applicable within the municipal area of Mbombela. In the event of the amount refundable to the PURCHASER being insufficient to cover the costs, assessment rates and levies as set out above, the SELLER shall have the right to recover any outstanding balances plus interest to date of payment from the PURCHASER.

20.3 In the event of the cancellation of this agreement or the reverting back of the PROPERTY to the SELLER, the SELLER can according to his exclusive discretion and notwithstanding any preceding stipulation -

- (i) allow the PURCHASER to remove all improvements with the reservation that it be done in such a manner that the value of the PROPERTY will by no means be effected; or alternatively
- (ii) pay an amount to the PURCHASER for the value of the improvements as determined by an official / registered valuator of the SELLER, which valuation will be final, or an amount equal to the real cost thereof, whichever amount is the lowest.

The provisions of this sub-clause do not, in the event of the cancellation of this agreement, place an obligation on the SELLER to pay any compensation to the PURCHASER for improvements affected by the PURCHASER to the PROPERTY.

## 21. **TRANSFER**

- 21.1. The PURCHASER shall be responsible for the payment of all costs in connection with the transfer including transfer duty, value added tax (if payable) and other charges payable to the Government, stamp duty and the cost of this Deed of Sale. The PURCHASER acknowledges that he is aware that in terms of the Transfer Duty Act No. 40 of 1949, as amended, transfer duty is payable within six (6) months from the date of this sale and that thereafter there is a penalty duty payable on the unpaid duty.
- 21.2. The PURCHASER shall be entitled to take transfer of the PROPERTY after all other payments due in terms of this agreement have been paid, or payment of such monies has been guaranteed.
- 21.3. Transfer shall be passed by the SELLER's Attorneys upon being requested to do so by the PURCHASER. All costs of and incidental to transfer, including VAT and/or any costs shall be borne by the PURCHASER and shall be payable on demand to the transferring attorneys.

## 22. **DOMICILIUM**

The PURCHASER and SELLER hereby choose as their addresses for any purpose and as *domicilium citandi et executandi* for the purpose of this agreement, the following:

**THE SELLER :** CITY of MBOMBELA  
Civic Centre  
1 Nel Street

Mbombela  
1200

**THE PURCHASER:** .....

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

Any notice which is required to be given to the PURCHASER under this agreement or in regard to any rights or conditions as set out herein shall be sent to the PURCHASER to the above address, and all documents in regard to legal action which may be instituted by the SELLER, arising here from shall be served at that address. The parties also hereby agree to the jurisdiction of the Magistrate's Court in respect of the settlement of any dispute which may arise between them in regard to this agreement or the cancellation thereof notwithstanding that such dispute may fall outside the jurisdiction of the said Court. This Clause shall be deemed to be the required written consent to the jurisdiction of the Magistrate's Court in terms of the provisions of the Magistrate's Court Act, 1944, as amended, provided that the SELLER shall have the right to institute action in any other competent higher Court which may have jurisdiction.

In the event of the SELLER regarding it as essential or advisable to take legal action, to protect his interest, as a result of the default of the PURCHASER, the SELLER shall be entitled to recover the costs at the scale calculated as between attorney and client, and the SELLER shall particularly be entitled to recover the normal collection commission from the PURCHASER on any amounts recovered by his legal representative.

**23. SOIL CONDITIONS**

The PURCHASER acknowledges that he has ascertained himself of the soil conditions of the PROPERTY, that he, himself inspected the PROPERTY in a proper manner to determine any possible detrimental soil conditions. The PURCHASER hereby waives any of his rights to hold the SELLER responsible for any possible detrimental soil conditions.

**24. JURISDICTION**

The parties hereby agree to the jurisdiction of the Magistrate's Court in respect of the settlement of any dispute which may arise between them in regard to this contract or the cancellation thereof notwithstanding that such dispute may fall outside the jurisdiction of the said Court. This Clause shall be deemed to be the required written consent to the jurisdiction of the Magistrate's Court in terms of the provisions of the Magistrate's Court Act, 1944, as amended, provided that the Council shall have the right to institute action in any other competent higher Court which may have jurisdiction. In the event of the Council regarding it as essential or advisable to take legal action to protect its interest as a result of the default of the Contract the Council shall be entitled to recover its costs at the scale calculated as between attorney and client, and the Council shall particularly be entitled to recover the normal collection commission from the Contractor on any amounts recovered by its legal representatives.

**25. ENTIRE AGREEMENT**

The parties agree that the above agreement represents the whole contract between them and that no other conditions, stipulations, guarantees or representations whatsoever by either of the parties or their agents have been entered into and any of the conditions, stipulations etc. by the parties, shall not be binding until reduced in writing and signed by both parties. No concession or extension which the SELLER may grant or permit to the PURCHASER in respect of any provision hereof or any obligation which the PURCHASER may comply with or do, except if given in writing, shall at any time be regarded as a waiver of the rights of the SELLER to claim prompt and stringent compliance with each and every provision of this agreement

HEREBY DONE, SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_\_

---

TENDERER  
(authorised to sign on behalf of tenderer)

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WITNESS

## T1.3 STANDARD CONDITIONS OF TENDER

### 1 **GENERAL**

#### 1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in clause 2 and clause 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

#### 1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### 1.3 Interpretation

- 1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- 1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### 1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### 1.5 The employer's right to accept or reject any tender offer

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## 1.6 Procurement procedures

### 1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to clause 3.13, be concluded with the tenderer who in terms of clause 3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### 1.6.2 Competitive negotiation procedure

- 1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of clause 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of clause 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- 1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of clause 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- 1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- 1.6.2.4 The contract shall be awarded in accordance with the provisions of clause 3.11 and clause 3.13 after tenderers have been requested to submit their best and final offer.

## 2 **TENDERER'S OBLIGATIONS**

### 2.1 **Eligibility**

- 2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- 2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.
- 2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the

qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

## 2.2 **Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

## 2.3 **Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

## 2.4 **Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

## 2.5 **Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

## 2.6 **Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

## 2.7 **Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the site.

## 2.8 **Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

## 2.9 **Insurance**

Not applicable.

## 2.10 **Pricing the tender offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.10.5 Complete and sign form of offer and MBD3.1/MBD3.3/Bill of Quantities in full. Documents will invalidate your offer.

## 2.11 Alterations to documents

Not make any alterations or additions to or dismantle the tender documents. All signatories to the tender offer shall initial all alterations. Erasures and the use of masking fluid are prohibited.

All supporting documents to the tender must be attached only at the end of this document as Annexures.

## 2.12 Alternative tender offers

2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

## 2.13 Submitting a tender offer

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide purchase the stand

2.13.2 Return all returnable documents to the employer after completing them in their entirety, by writing legibly (by hand) in non-erasable ink, unless stated otherwise on the tender advert.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

2.13.4 Sign the original and certify copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

2.13.5 Tenders must be submitted on sealed packages and clearly marked.

- 2.13.6 One enveloped system is applicable.
- 2.13.7 Seal the original tender package and state outside employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

## 2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

## 2.15 Closing time

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

## 2.16 Tender offer validity

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of clause 2.13 with the packages clearly marked as "SUBSTITUTE".

## 2.17 Clarification of tender offer after submission

- 2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

*Note:*

Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

### 3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### 3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### 3.8 Test for responsiveness

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

1.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### 3.9 Arithmetical errors, omissions and discrepancies

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with clause 3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### 3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.



### **SCHEDULE 3**

#### **CLEARANCE CERTIFICATE FOR WATER & LIGHTS**

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with X where appropriate):

<b><u>QUESTIONS</u></b>		<b><u>YES</u></b>	<b><u>NO</u></b>
<u>1.</u>	<b><u>Do you own a property?</u></b>		
<u>2.</u>	<b><u>Do you receive a municipal rates account?</u></b>		
<u>3.</u>	<b><u>Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?</u></b>		
<u>4.</u>	<b><u>Please provide the following details:</u></b>		
<u>4.1</u>	▪ <b><u>Municipality name</u></b>		
<u>4.2</u>	▪ <b><u>Municipal account number</u></b>		
<u>5.</u>	<b><u>If yes, please attach proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months</u></b>		
<u>6.</u>	<b><u>Does the bidder lease / rent the property where the business is situated?</u></b>		
<u>7</u>	<b><u>If yes, provide the following details:</u></b>		
<u>7.1</u>	▪ <b><u>Landlord name</u></b>		
<u>7.2</u>	▪ <b><u>Address property is situated</u></b>		
<u>7.3</u>	▪ <b><u>Contact number of landlord</u></b>		
<u>8.</u>	<b><u>Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof</u></b>		
<b><u>I, (Insert full name)</u></b>			
<b><u>of (insert physical address)</u></b>			
<b><u>being a Director, Principal Shareholder, owner of company (Insert company name)</u></b>			
<b><u>Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge</u></b>			
<b><u>SIGNATURE</u></b>			

**\* IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE AS NON-RESPONSIVE**

**MBD 4****DECLARATION OF INTEREST**

<b>No.</b>	<b>Information</b>	<b>Please provide detail</b>	
<u>3.1</u>	<u>Full name of bidder or his or her representative</u>		
<u>3.2</u>	<u>Identity number</u>		
<u>3.3</u>	<u>Position occupied in the company (director, trustee, shareholder<sup>2</sup>)</u>	<u>N/A</u>	
<u>3.4</u>	<u>Company registration number</u>	<u>N/A</u>	
<u>3.5</u>	<u>Tax reference number</u>		
<u>3.6</u>	<u>VAT registration number</u>		
<b><u>Note</u></b>	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
<u>3.7</u>	<u>Are you presently in the service of the state?</u>	<u>Yes</u>	<u>No</u>
<u>If yes, please furnish particulars :</u>			
<u>3.7.1</u>	<u>Name of director</u>		
<u>3.7.2</u>	<u>Service of state organization</u>		

<u>3.8</u>	<u>Have you been in the service of the state for the past twelve months?</u>		<u>Yes</u>	<u>No</u>
<u>If yes, please furnish particulars :</u>				
<u>3.8.1</u>	<u>Name of director</u>			
<u>3.8.2</u>	<u>Service of state organization</u>			
<u>3.9</u>	<u>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?</u>		<u>Yes</u>	<u>No</u>
<u>If yes, please furnish particulars :</u>				
<u>3.9.1</u>	<u>Name of person in the service of state</u>			
<u>3.9.2</u>	<u>Relationship</u>			
<u>3.10</u>	<u>Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</u>		<u>Yes</u>	<u>No</u>
<u>If yes, please furnish particulars :</u>				
<u>3.10.1</u>	<u>Name of person in the service of state</u>			
<u>3.10.2</u>	<u>Relationship</u>			
<u>3.11</u>	<u>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</u>		<u>Yes</u>	<u>No</u>
<u>If yes, please furnish particulars :</u>				
<u>3.11.1</u>	<u>Name of director</u>			
<u>3.11.2</u>	<u>Service of state organization</u>			
<u>3.12</u>	<u>Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?</u>		<u>Yes</u>	<u>No</u>
<u>If yes, please furnish particulars:</u>				
<u>3.12.1</u>	<u>Name of director</u>			
<u>3.12.2</u>	<u>Name of relative</u>			
<u>3.12.3</u>	<u>Relationship</u>			
<u>3.13</u>	<u>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are</u>		<u>Yes</u>	<u>No</u>

	<u>bidding for this contract?</u>	
	<u>If yes, please furnish particulars:</u>	
<u>3.13.1</u>	<u>Name of director</u>	
<u>3.13.2</u>	<u>Related company</u>	
<u>Note:</u>	<p><b>SCM Regulations:</b></p> <p><b><u>“1In the service of the state” means to be –</u></b></p> <ul style="list-style-type: none"> <li>(a) <u>a member of –</u> <ul style="list-style-type: none"> <li>(i) <u>any municipal council;</u></li> <li>(ii) <u>any provincial legislature; or</u></li> <li>(iii) <u>the national Assembly or the national Council of provinces;</u></li> </ul> </li> <li>(b) <u>a member of the board of directors of any municipal entity;</u></li> <li>(c) <u>an official of any municipality or municipal entity;</u></li> <li>(d) <u>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);</u></li> <li>(e) <u>a member of the accounting authority of any national or provincial public entity; or</u></li> <li>(f) <u>an employee of Parliament or a provincial legislature.</u></li> </ul> <p><b><u>“2 Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</u></b></p>	

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

<u>Full Name</u>	<u>Identity Number</u>	<u>State Employee Number</u>

5. I, the undersigned 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.

<u>NAME OF REPRESENTATIVE</u>	<u>AUTHORIZED SIGNATURE (UNDERSIGNED)</u>
<u>DATE</u>	<u>CAPACITY</u>

## **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**

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

#### **2. DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to,

leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI	2	
Youth	5	
Women	5	
Resident of the following: 1. ward - 18,19,20,21 <b>or</b> 2. Mbombela all wards excluded above <b>or</b> 3. Ehlanzeni <b>or</b> 4. Mpumalanga <b>or</b> 5. South Africa	8	
<b>Total Points</b>	<b>20</b>	

If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

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

## CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ 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 lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from City of Mbombela in accordance with the requirements stipulated in COM 141/2023 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;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations (2022);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - 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 covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
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 fulfillment of this contract.
5. I undertake to make payment for the leased property/ goods/services 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 ...N/A.....

SIGNATURE .....

NAME OF FIRM ...N/A.....

DATE .....

## WITNESSES

1

.....

.....

## CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

## PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the leasing of property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the leased property/ goods/services available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION OF PROPERTY (-IES)	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

DECLARATION OF BIDDERS 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 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER COM 141/2023: SALE OF VACANT MUNICIPAL STANDS AT TEKWANE SOUTH EXT 2 FOR RESIDENTIAL PURPOSES response to the invitation for the bid made by:

**CITY OF MBOMBELA**

**NAME OF MUNICIPALITY / MUNICIPAL ENTITY**

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

I certify, on behalf of:

**NAME OF REPRESENTATIVE**

that:

- iii) I have read and I understand the contents of this certificate.
- iv) I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect.
- v) I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder.
- vi) 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.
- vii) 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.
- viii) The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- ix) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) 7.1 Prices;
  - b) 7.2 Geographical area where product or service will be rendered (market allocation);
  - c) 7.3 Methods, factors or formulas used to calculate prices;
  - d) 7.4 The intention or decision to submit or not to submit a bid;
  - e) 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or

f) 7.6 Bidding with the intention not to win the bid.

x) 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.

xi) 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.

<sup>3</sup> 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.

a) 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

### C1.1.2 FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Block: Employer			
Signature		Date	
Name			
Capacity			
Name of organization	CITY of MBOMBELA		
Address of organization	1 NEL STREET, MBOMBELA 1200		
Signature of witness		Date	
Name of witness			

## C1.2 CONTRACT DATA

### PART 1 - DATA PROVIDED BY THE EMPLOYER

The employer is the CITY OF MBOMBELA.	
The authorized and designated representative of the employer is:	
Name:	THENJIWE KHOZA
The address for receipt of communications is:	CITY of MBOMBELA Civic Centre 1 Nel Street Mbombela 1200
Telephone:	013 759 2315
Facsimile:	
Email:	<a href="mailto:Thenjiwe.khoza@mbombela.gov.za">Thenjiwe.khoza@mbombela.gov.za</a>
The project is:	SALE OF VACANT MUNICIPAL STANDS AT TEKWANE SOUTH EXT 2 FOR RESIDENTIAL PURPOSES
Note :	
<ol style="list-style-type: none"><li>-The period of performance commences on the date of signature of the Form of Acceptance.</li><li>-The location for the performance of the Project is the municipal area of CITY of MBOMBELA.</li><li>-The service provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.</li><li>-The service provider is required to obtain the employer's prior approval in writing before taking any of the following actions:<ul style="list-style-type: none"><li>-Appointing subcontractors for the performance of any part of the services,</li><li>-Appointing key persons or personnel not listed by name in the contract data.</li></ul></li><li>-Copyright of documents prepared for the project shall be vested with the employer.</li><li>-Interim settlement of disputes is to be by mediation.</li><li>-Final settlement is by litigation.</li><li>-In the event that the parties fail to agree on a mediator, the mediator is nominated by the South African Local Government Association (SALGA).</li><li>-Neither the employer nor the service provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the contract.</li></ol>	

PART 2 - DATA PROVIDED BY THE SERVICE PROVIDER

The service provider is	
Name	
Address	
Telephone:	
Facsimile:	
The authorized and designated representative of the service provider is	
Name	
The address for receipt of communications is	
Telephone	
Facsimile	
Email	
Address	

## C2 PRICING SCHEDULE

### C2.1 PRICING INSTRUCTIONS

- a. These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b. The pricing schedule shall be read with all the documents which form part of this contract.
- c. The following words have the meaning hereby assigned to them:

Words/Abbreviation	Meaning
Example: M	Meter

- d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will invalidate your offer. Alterations must be acknowledged as per clause 2.11 of '1.3 STANDARD CONDITIONS OF TENDER'.
- f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the pricing schedule must be exclusive of Value Added Tax (VAT).

# **LIST OF STANDS UP FOR SALE**

NO	TOWNSHIP	LPI_CODE	ERF_NUMBER	SIZE (M <sup>2</sup> )	RESERVE PRICE (R)	Bidding Price(Bidder to complete)
85	TEKWANE SOUTH EXT 2	TOJU00490000201400000	2014	285	98,000	
86	TEKWANE SOUTH EXT 2	TOJU00490000201500000	2015	408	119,000	
87	TEKWANE SOUTH EXT 2	TOJU00490000201600000	2016	421	121,000	
88	TEKWANE SOUTH EXT 2	TOJU00490000201700000	2017	286	98,000	
98	TEKWANE SOUTH EXT 2	TOJU00490000202700000	2027	284	98,000	
99	TEKWANE SOUTH EXT 2	TOJU00490000202800000	2028	284	98,000	
100	TEKWANE SOUTH EXT 2	TOJU00490000202900000	2029	283	98,000	
101	TEKWANE SOUTH EXT 2	TOJU00490000203000000	2030	283	98,000	
102	TEKWANE SOUTH EXT 2	TOJU00490000203100000	2031	412	120,000	
103	TEKWANE SOUTH EXT 2	TOJU00490000203200000	2032	408	119,000	
104	TEKWANE SOUTH EXT 2	TOJU00490000203300000	2033	289	99,000	
105	TEKWANE SOUTH EXT 2	TOJU00490000203400000	2034	288	99,000	
106	TEKWANE SOUTH EXT 2	TOJU00490000203500000	2035	288	99,000	
107	TEKWANE SOUTH EXT 2	TOJU00490000203600000	2036	287	98,000	
225	TEKWANE SOUTH EXT 2	TOJU00490000225500000	2255	332	106,000	
226	TEKWANE SOUTH EXT 2	TOJU00490000225600000	2256	361	111,000	
227	TEKWANE SOUTH EXT 2	TOJU00490000225700000	2257	365	112,000	
228	TEKWANE SOUTH EXT 2	TOJU00490000225800000	2258	341	108,000	
229	TEKWANE SOUTH EXT 2	TOJU00490000225900000	2259	336	107,000	
230	TEKWANE SOUTH EXT 2	TOJU00490000226000000	2260	357	110,000	
231	TEKWANE SOUTH EXT 2	TOJU00490000226100000	2261	360	111,000	
232	TEKWANE SOUTH EXT 2	TOJU00490000226200000	2262	344	108,000	
233	TEKWANE SOUTH EXT 2	TOJU00490000226300000	2263	340	107,000	
234	TEKWANE SOUTH EXT 2	TOJU00490000226400000	2264	353	110,000	
235	TEKWANE SOUTH EXT 2	TOJU00490000226500000	2265	358	110,000	
236	TEKWANE SOUTH EXT 2	TOJU00490000226600000	2266	351	109,000	
237	TEKWANE SOUTH	TOJU00490000226700000	2267	345		

	EXT 2				108,000	
238	TEKWANE SOUTH EXT 2	TOJU00490000226800000	2268	362	111,000	
239	TEKWANE SOUTH EXT 2	TOJU00490000226900000	2269	368	112,000	
240	TEKWANE SOUTH EXT 2	TOJU00490000227000000	2270	333	106,000	
241	TEKWANE SOUTH EXT 2	TOJU00490000227100000	2271	330	106,000	
242	TEKWANE SOUTH EXT 2	TOJU00490000227200000	2272	369	112,000	
243	TEKWANE SOUTH EXT 2	TOJU00490000227300000	2273	336	107,000	
244	TEKWANE SOUTH EXT 2	TOJU00490000227400000	2274	334	106,000	
245	TEKWANE SOUTH EXT 2	TOJU00490000227500000	2275	340	107,000	
246	TEKWANE SOUTH EXT 2	TOJU00490000227600000	2276	458	127,000	
247	TEKWANE SOUTH EXT 2	TOJU00490000227700000	2277	423	121,000	
248	TEKWANE SOUTH EXT 2	TOJU00490000227800000	2278	437	124,000	
249	TEKWANE SOUTH EXT 2	TOJU00490000227900000	2279	505	135,000	
250	TEKWANE SOUTH EXT 2	TOJU00490000228000000	2280	561	145,000	
251	TEKWANE SOUTH EXT 2	TOJU00490000228100000	2281	579	148,000	
252	TEKWANE SOUTH EXT 2	TOJU00490000228200000	2282	389	116,000	
253	TEKWANE SOUTH EXT 2	TOJU00490000228300000	2283	446	125,000	
254	TEKWANE SOUTH EXT 2	TOJU00490000228400000	2284	500	134,000	
255	TEKWANE SOUTH EXT 2	TOJU00490000228500000	2285	568	146,000	
256	TEKWANE SOUTH EXT 2	TOJU00490000228600000	2286	391	116,000	
257	TEKWANE SOUTH EXT 2	TOJU00490000228700000	2287	495	134,000	
258	TEKWANE SOUTH EXT 2	TOJU00490000228800000	2288	364	111,000	
259	TEKWANE SOUTH EXT 2	TOJU00490000228900000	2289	361	111,000	
260	TEKWANE SOUTH EXT 2	TOJU00490000229000000	2290	319	104,000	
261	TEKWANE SOUTH EXT 2	TOJU00490000229100000	2291	438	124,000	
262	TEKWANE SOUTH	TOJU00490000229200000	2292	379		

	EXT 2				114,000	
263	TEKWANE SOUTH EXT 2	TOJU00490000229300000	2293	547	142,000	
265	TEKWANE SOUTH EXT 2	TOJU00490000229700000	2297	281	97,000	
266	TEKWANE SOUTH EXT 2	TOJU00490000229800000	2298	281	97,000	
267	TEKWANE SOUTH EXT 2	TOJU00490000229900000	2299	281	97,000	
268	TEKWANE SOUTH EXT 2	TOJU00490000230000000	2300	256	93,000	
269	TEKWANE SOUTH EXT 2	TOJU00490000230100000	2301	258	94,000	
270	TEKWANE SOUTH EXT 2	TOJU00490000230200000	2302	281	97,000	
271	TEKWANE SOUTH EXT 2	TOJU00490000230300000	2303	281	97,000	
272	TEKWANE SOUTH EXT 2	TOJU00490000230400000	2304	281	97,000	
273	TEKWANE SOUTH EXT 2	TOJU00490000230500000	2305	382	114,000	
292	TEKWANE SOUTH EXT 2	TOJU00490000234000000	2340	264	95,000	
293	TEKWANE SOUTH EXT 2	TOJU00490000234100000	2341	277	97,000	
294	TEKWANE SOUTH EXT 2	TOJU00490000234200000	2342	277	97,000	
295	TEKWANE SOUTH EXT 2	TOJU00490000234300000	2343	337	107,000	
296	TEKWANE SOUTH EXT 2	TOJU00490000234400000	2344	275	96,000	
297	TEKWANE SOUTH EXT 2	TOJU00490000234700000	2347	340	107,000	
298	TEKWANE SOUTH EXT 2	TOJU00490000234800000	2348	282	98,000	
299	TEKWANE SOUTH EXT 2	TOJU00490000234900000	2349	282	98,000	
300	TEKWANE SOUTH EXT 2	TOJU00490000235000000	2350	282	98,000	
301	TEKWANE SOUTH EXT 2	TOJU00490000235100000	2351	282	98,000	
302	TEKWANE SOUTH EXT 2	TOJU00490000235200000	2352	282	98,000	
303	TEKWANE SOUTH EXT 2	TOJU00490000235300000	2353	282	98,000	
304	TEKWANE SOUTH EXT 2	TOJU00490000235400000	2354	270	96,000	
305	TEKWANE SOUTH EXT 2	TOJU00490000235500000	2355	269	95,000	
306	TEKWANE SOUTH	TOJU00490000235600000	2356	282		

	EXT 2				98,000	
307	TEKWANE SOUTH EXT 2	TOJU00490000235700000	2357	282	98,000	
308	TEKWANE SOUTH EXT 2	TOJU00490000235800000	2358	282	98,000	
309	TEKWANE SOUTH EXT 2	TOJU00490000235900000	2359	282	98,000	
310	TEKWANE SOUTH EXT 2	TOJU00490000236000000	2360	282	98,000	
311	TEKWANE SOUTH EXT 2	TOJU00490000236100000	2361	282	98,000	
312	TEKWANE SOUTH EXT 2	TOJU00490000236200000	2362	340	107,000	
313	TEKWANE SOUTH EXT 2	TOJU00490000236300000	2363	397	117,000	
314	TEKWANE SOUTH EXT 2	TOJU00490000236400000	2364	282	98,000	
315	TEKWANE SOUTH EXT 2	TOJU00490000236500000	2365	277	97,000	
316	TEKWANE SOUTH EXT 2	TOJU00490000236600000	2366	340	107,000	
317	TEKWANE SOUTH EXT 2	TOJU00490000236700000	2367	356	110,000	
318	TEKWANE SOUTH EXT 2	TOJU00490000236800000	2368	277	97,000	
319	TEKWANE SOUTH EXT 2	TOJU00490000236900000	2369	282	98,000	
320	TEKWANE SOUTH EXT 2	TOJU00490000237000000	2370	304	101,000	
321	TEKWANE SOUTH EXT 2	TOJU00490000237100000	2371	448	126,000	
322	TEKWANE SOUTH EXT 2	TOJU00490000237200000	2372	295	100,000	
323	TEKWANE SOUTH EXT 2	TOJU00490000237300000	2373	266	95,000	
356	TEKWANE SOUTH EXT 2	TOJU00490000244500000	2445	284	98,000	
357	TEKWANE SOUTH EXT 2	TOJU00490000244600000	2446	271	96,000	
358	TEKWANE SOUTH EXT 2	TOJU00490000244700000	2447	277	97,000	
359	TEKWANE SOUTH EXT 2	TOJU00490000244800000	2448	340	107,000	
360	TEKWANE SOUTH EXT 2	TOJU00490000244900000	2449	341	108,000	
361	TEKWANE SOUTH EXT 2	TOJU00490000245000000	2450	277	97,000	
362	TEKWANE SOUTH EXT 2	TOJU00490000245100000	2451	276	97,000	
363	TEKWANE SOUTH	TOJU00490000245200000	2452	528		

	EXT 2				139,000	
364	TEKWANE SOUTH EXT 2	TOJU00490000245300000	2453	495	134,000	
365	TEKWANE SOUTH EXT 2	TOJU00490000245500000	2455	275	96,000	
366	TEKWANE SOUTH EXT 2	TOJU00490000245600000	2456	462	128,000	
367	TEKWANE SOUTH EXT 2	TOJU00490000245700000	2457	429	122,000	
368	TEKWANE SOUTH EXT 2	TOJU00490000245800000	2458	274	96,000	
369	TEKWANE SOUTH EXT 2	TOJU00490000245900000	2459	274	96,000	
370	TEKWANE SOUTH EXT 2	TOJU00490000246000000	2460	397	117,000	
371	TEKWANE SOUTH EXT 2	TOJU00490000246100000	2461	364	111,000	
372	TEKWANE SOUTH EXT 2	TOJU00490000246200000	2462	273	96,000	
373	TEKWANE SOUTH EXT 2	TOJU00490000246300000	2463	273	96,000	
374	TEKWANE SOUTH EXT 2	TOJU00490000246400000	2464	331	106,000	
375	TEKWANE SOUTH EXT 2	TOJU00490000246500000	2465	298	100,000	
376	TEKWANE SOUTH EXT 2	TOJU00490000246600000	2466	272	96,000	
377	TEKWANE SOUTH EXT 2	TOJU00490000246700000	2467	271	96,000	
378	TEKWANE SOUTH EXT 2	TOJU00490000246800000	2468	266	95,000	
379	TEKWANE SOUTH EXT 2	TOJU00490000246900000	2469	233	89,000	
380	TEKWANE SOUTH EXT 2	TOJU00490000247000000	2470	271	96,000	
381	TEKWANE SOUTH EXT 2	TOJU00490000247100000	2471	270	96,000	
382	TEKWANE SOUTH EXT 2	TOJU00490000247200000	2472	231	89,000	
413	TEKWANE SOUTH EXT 2	TOJU00490000257200000	2572	421	121,000	
414	TEKWANE SOUTH EXT 2	TOJU00490000257300000	2573	310	102,000	
415	TEKWANE SOUTH EXT 2	TOJU00490000257400000	2574	306	102,000	
416	TEKWANE SOUTH EXT 2	TOJU00490000257500000	2575	371	113,000	
417	TEKWANE SOUTH EXT 2	TOJU00490000257600000	2576	369	112,000	
418	TEKWANE SOUTH	TOJU00490000257700000	2577	302		

	EXT 2				101,000	
419	TEKWANE SOUTH EXT 2	TOJU00490000257800000	2578	306	102,000	
420	TEKWANE SOUTH EXT 2	TOJU00490000257900000	2579	373	113,000	
421	TEKWANE SOUTH EXT 2	TOJU00490000258000000	2580	372	113,000	
422	TEKWANE SOUTH EXT 2	TOJU00490000258100000	2581	302	101,000	
423	TEKWANE SOUTH EXT 2	TOJU00490000258200000	2582	306	102,000	
424	TEKWANE SOUTH EXT 2	TOJU00490000258300000	2583	375	113,000	
425	TEKWANE SOUTH EXT 2	TOJU00490000258400000	2584	374	113,000	
426	TEKWANE SOUTH EXT 2	TOJU00490000258500000	2585	302	101,000	
427	TEKWANE SOUTH EXT 2	TOJU00490000258600000	2586	306	102,000	
428	TEKWANE SOUTH EXT 2	TOJU00490000258700000	2587	379	114,000	
429	TEKWANE SOUTH EXT 2	TOJU00490000258800000	2588	377	114,000	
430	TEKWANE SOUTH EXT 2	TOJU00490000258900000	2589	302	101,000	
431	TEKWANE SOUTH EXT 2	TOJU00490000259000000	2590	306	102,000	
432	TEKWANE SOUTH EXT 2	TOJU00490000259100000	2591	377	114,000	
433	TEKWANE SOUTH EXT 2	TOJU00490000259200000	2592	381	114,000	
434	TEKWANE SOUTH EXT 2	TOJU00490000259300000	2593	302	101,000	

## C2.2 MBD 3.1 BID PRICE

NOTE:

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of Bidder: ..... Bid Number: COM141/2023

Closing Time: 11:00 Closing Date: 24 January 2024

Bid Price inclusive of VAT: R .....

- OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

### C2.3 SPECIFICATIONS

SALE OF VACANT MUNICIPAL STANDS AT TEKWANE SOUTH EXT 2 FOR RESIDENTIAL PURPOSES to be sold through competitive bidding processes.

1. Based on various value forming attributes the market value of the subject property is determined by means of the direct comparison method as follows:

Description of Property : LIST OF STANDS (Page 43 – 49)

2. All town planning processes such as geotechnical investigation, subdivision and rezoning of the subject property and environmental impact assessment shall be for the account of the applicant.

3. Cash payment of the full purchase price and estimated cost pertaining to the transaction upon signature of the deed of sale in terms of Section 40.4 of the Supply Chain Management Policy of the Council.

Payment will be in accordance with the tendered pricing schedule to be made to the municipality within 90 days from receipt of the signed Deed of Sale.

4. The purchaser be responsible for all the cost of town planning processes to ensure that the land is suitable.

5. All water and sewerage connections costs be for the purchaser.

6. All links, electrical bulk services contributions, cable and connection costs be for the applicant.

7. All transfer costs will be for the account of the purchaser.

8. Tenders will be evaluated on price and preference points.

9. The tender shall be valid for 90 days from date of opening the tender.

## GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website –  
<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions>.

Payment will be in accordance with the tendered pricing schedule to be made to the municipality within 90 days from receipt of the signed Deed of Sale.

5. The purchaser be responsible for all the cost of town planning processes to ensure that the land is suitable.
6. All water and sewerage connections costs be for the purchaser.
7. All links, electrical bulk services contributions, cable and connection costs be for the applicant.
8. All transfer costs will be for the account of the purchaser.
9. Tenders will be evaluated on price and preference points.
10. The tender shall be valid for 90 days from date of opening the tender.

## GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website –  
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