

NKANDLA MUNICIPALITY



NKANDLA MUNICIPALITY CONTRACT MANAGEMENT PRACTITIONER
28-08-2023
SIGNATURE

RETURABLE BID DOCUMENT

BID NUMBER: NKA/SITES/2023/24/01.

PROPOSAL: DISPOSAL OF LAND FOR RECYCLING PURPOSES
(AGRICULTURE PROCESSING).

ENQUIRIES: SCM
ISSUED BY:
NKANDLA MUNICIPALITY
PRIVATE BAG X 161 NKANDLA 3855
TEL: 035 833 2000/40

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:
CONTACT NO:
EMAIL ADDRESS:
POSTAL ADDRESS:
PHYSICAL ADDRESS:
CONTACT PERSON:
EMAIL ADDRESS:

SITE NO: PTN of ERF 5000	PRICE (vat incl):
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TENDER CLOSES AT 11H00 THURSDAY 14 SEPTEMBER 2023

**RECYCLING (AGRICULTURE PROCESSING)
PTN OF ERF NUMBER 5000**

**PROPOSAL FOR LAND
DEVELOPMENT**



NKANDLA MUNICIPALITY

Invitation for the Submissions of Proposal: Disposal of Land for Development

NOTICE AND INVITATION TO BID

DISPOSAL OF LAND FOR RECYCLING PURPOSES

BID NO: NKA/SITES/2023/24/01.

Proposals are hereby invited from suitable and reputable land developers for the disposal of land for recycling purposes.

In terms of Section 14 of the Local Government: Municipal Finance Management Act 56 of 2003, the Nkandla Municipality is desirous to dispose land for “recycling purposes” in Nkandla. Land will be disposed in terms of the council’s land disposal and acquisition policy at a market related prices determined by the Municipal Professional Evaluator.

SITES TO BE DISPOSED

ERF NUMBER/SITE	EXTENT (m²)	MARKET VALUE (R) (VAT EXCLUSIVE)	ZONING
PTN of ERF 5000	5000m²	R 65 000.00	Agriculture Processing
Nkandla			

BID DOCUMENTS AND COMPULSORY SITE BRIEFING FOR ABOVE BID

The physical address for collection of tender documents is Nkandla Municipality, Finance Department Main Building, Lot 292, Maree Road, Nkandla, upon presentation of a receipt proving prior payment of a non-refundable fee of R 740.00 (inclusive of VAT), having been made at the Municipal Finance Department (Only Cash accepted), or deposited on the municipal bank account: FNB; Account No 62720610717, Branch 220930 (Use company name and bid number as reference). Tender documents will be available as from 09h00 on Monday, 28 August 2023 until 13h00 on Friday 01 September 2023 and will also made available on www.nkandla.gov.za or www.etenders.gov.za . A compulsory briefing session will be held on Wednesday 30 August 2023 at 10:00 am, Municipal Small Boardroom.

Each Bid document shall be placed in a sealed envelope, endorsed with the bid number and Project Name, and be placed in the Tender Box at the Municipal Offices, lot 292 Maree Road, Nkandla, not later than Thursday 14 September 2023 at 11h00 (closing date), at which time the bids will be opened in public. Bids are to be submitted on the bid documentation provided by the Municipality.

Conditions for the above bid:

- The Nkandla Local Municipality Supply Chain Management & Disposal Policy will apply.
- Tax Pin Certificate, Company Founding Documents, Company Profile and proposal must be submitted.
- The Council reserves the right to negotiate further conditions and requirements with the successful bidder and reserve the right not to appoint.

- Proposals that are late, incomplete, unsigned, faxed or e-mailed will not be accepted or considered. The municipality will accept no responsibility for the late delivery of bids by courier services or any other forms of mailing.
- The Nkandla Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid.
- Proposal shall remain valid for 90 days from the closing date (14 September 2023).
- All prices should be inclusive of Value Added Tax (VAT)

The above Bid will be evaluated and adjudicated according to the following criteria:

Nkandla Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The 80/20 preference point system shall be applicable during the evaluation and adjudication of bids. The amended PPPFA regulation 2022 will be used.

First Stage: Compliance (Returnable documents as per the tender document & completeness)

Second Stage: Preferential Points System (80/20); 80 for Price and 20 for specific goals (ownership and RDP goals). Only bidders who pass the first stage will then be evaluated further in the second stage. **Detailed evaluation criteria contained in the tender document.**

Conditions of Sale

1. The property will be sold to the highest bidder above the reserved price allocated to that specific property.
2. Any bid received below the reserved price will be automatically disqualified.
3. Only natural persons, being individual human beings, and private or public organisations are allowed to bid for a specific property.
4. The successful bidder will have to enter into a sale agreement/deed of sale with the Nkandla Local Municipality for the purchase of the property of which he/she lodged a bid for within 14 days after receiving notice that he/she has been awarded the bid.
5. The successful bidder will have to pay 10% of the bid price that he/she has lodged within 14 days after signing the sale agreement.
6. The successful bidder will have to pay the outstanding 90% of the bid price within 90 days after making the 10% payment as indicated in point 4 above.
7. **All conveyancing costs will be the responsibility of the successful bidder.**
8. The property is to be used strictly for resort purposes.

Name of Bidder

Signed and Accepted Conditions of Sale

Date

Compulsory Returnable Document

All proposed bids for a specific property must be accompanied by the following compulsory returnable document:

1. Signed and completed Formal Bid Offer.
2. Signed and completed Acceptance of the Conditions of Sale.
3. Certified Copy of ID.
4. Certified Copy of Proof of Residence.
5. Bank Guarantee or Letter of Financial support for the bid offer lodged.
6. Signed and Completed Certificate of Independent Bid Determination (MBD9)

Submission Format

- All tender documents must be placed into the Tender Box at the municipal offices (Lot 292 Maree Road Nkandla) , located at the reception area.
- All tender documents must be submitted timeously.
- No late submission will be accepted.
- All tender documents must be completed in full and all supporting documents must be attached as required.
- No email or faxed submissions will be accepted.
- All costs related to the submission of this tender shall be carried out by the bidder.

Legalities and Rules

- The Nkandla Municipality reserves the right not to award a tender as per the bids received.
- If successful upon a bid to purchase a property, the purchaser will have to enter into a sale agreement with the seller, the Nkandla Local Municipality.
- All returnable documents must be signed where applicable.
- All conditions of sale must be strictly adhered to, read, and understood by the bidder.
- The Nkandla Local Municipality will not be held responsible for any submission delays whatsoever.

Validity Period

- All bids are valid for a period of 90 days after submission closing date.

Briefing Session

- There will be briefing session on Wednesday the 30th of August 2023 at 10:00 am at Nkandla Municipal Small boardroom.

Evaluation Criteria

Nkandla Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The 80/20 preference point system shall be applicable during the evaluation and adjudication of bids. The amended PPPFA regulation 2022 will be used.

• First Stage: Compliance

1. All proposed bid offers must be higher than the reserved price (R 65 000.00, VAT exclusive).
2. All bid documents must be signed and completed in full where applicable.
3. All bidders must submit a certified copy of their ID or Company Supporting Documents.
4. All bidders must submit a certified copy of their Proof of Residence.
5. All bidders must submit a Bank Guarantee or Letter of financial support for the bid offer lodged.
6. All bidders must submit detailed proposal.
7. All bidders must submit a Signed and Completed Certificate of Independent Bid Determination (MBD9).

N/B: Failure to submit the above mentioned compulsory returnable documents will lead to your tender being disqualified.

Second Stage: Preferential Points System (80/20): 80 for Price and 20 for specific goals (ownership and RDP goals). Only bidders who pass the first stage will then be evaluated further in the second stage.

For bidders who tendered using a registered company

Specific Goals 1: Ownership (maximum points 10)

The specific goals allocated in terms of this tender	Number of points allocated	Verification document(s)	Scored points
RACE			
Business owned 100% by black person	4	ID Copy of Director/Owner and CSD	
Business owned less than 100% by black person	2	ID Copy of Director/Owner and CSD	
GENDER			
Business owned more than 50% by female	4	ID Copy of Director/Owner and CSD	
Business owned less than 50% by male	2	ID Copy of Director/Owner and CSD	
YOUTH			
Business owned more than 50% by youth	2	ID Copy of Director/Owner and CSD	

Specific Goals 2: RDP Goals (maximum points 10)

The specific goals allocated in terms of this tender	Number of points allocated	Verification document(s)	Scored point
Promotion of Business located within Nkandla Municipality	10	CSD and Proof of Municipal Account/ CSD and Original proof of residence signed by a Ward councillor	
Promotion of Business located within King Cetshwayo District Municipality	6	CSD and Proof of Municipal Account/ CSD and Original proof of residence signed by a Ward councillor	
Promotion of Business located within KZN province	4	CSD and Proof of Municipal Account	
Promotion of Business located in South Africa outside KZN Province	2	CSD and Proof of Municipal Account	

For bidders who tendered as individuals

Specific Goals 1: Ownership (maximum points 10)

The specific goals allocated in terms of this tender	Number of points allocated	Verification document(s)	Scored points
RACE			
Black person	4	ID Copy	
Other	2	ID Copy	
GENDER			
Female	4	ID Copy	
Male	2	ID Copy	
YOUTH			
A person under the age of 35 years	2	ID Copy	

Specific Goals 2: RDP Goals (maximum points 10)

The specific goals allocated in terms of this tender	Number of points allocated	Verification document(s)	Scored point
Person resides within Nkandla Municipality	10	Original proof of residence signed by a Ward councillor	
Person that resides within King Cetshwayo District Municipality	6	Original proof of residence signed by a Ward councillor	
Person that resides within KZN province	4	Original proof of residence signed by a Ward councillor	
Person that resides in South Africa outside KZN	2	Original proof of residence signed by a Ward councillor	

Reasons for Disqualification

A bid document will be rejected or disqualified based on the following reasons:

1. Late submission of a bid will not be accepted.
2. A bid offer received that is lower than the reserved price of R 180 000.00, VAT exclusive will not be accepted.
3. A bid document received that is not signed and completed in full.
4. Non-Submission of Certified copy of ID/ Company supporting Documents.
5. Non-Submission of copy of Proof of Residence.
6. Non-Submission of Bank Guarantee in support of the bid offer lodged.
7. Non-Submission of detailed proposal.
8. A proposed Bidder whose information is found out to be fraudulent, factually untrue, or inaccurate.

Nkandla Municipality's Rights

- The Nkandla municipality is entitled to amend any tender conditions, validity period, specifications, or extend the closing date of tenders before the closing date. All tenderers, to whom the tender documents have been issued, will be advised in writing of such amendments in good time.
- The Nkandla municipality reserves the right not to award a tender as per the bid received.

Land Details - Nkandla

Description : Nkandla Town

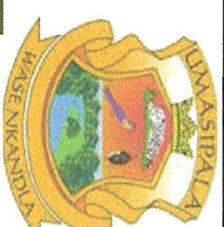
Locality : Access to the subject property is d ± 1585m south from the Nkandla Central Business District off the main road running through Nkandla. The coordinates reference is 28°38'0.52"S, 31°5'25.71"E

Services : All services can be made available.

Development : The development of the land must commence within 12 months from the Signing of the Purchase agreement.

Proposal : Proposal amount must be clear in your bid submission. The Council will consider the possible purchase of the area at a market related price until the land has been transferred to the successful party. A copy of the purchase agreement is attached for ease of reference. These will be signed once a successful bidder has been identified and informed.

RECYCLING SITE



DATE : 2023/06/07

TIME : 10.51 AM



Legend

World Boundaries and Places

LANDFILL STORAGE

World Imagery

Low Resolution 1km Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Clouds

1 km Resolution Metadata

3 km Resolution Metadata

7 km Resolution Metadata

15km Resolution Metadata

30cm Resolution Metadata

60cm Resolution Metadata

1 2m Resolution Metadata

2 4m Resolution Metadata

4 8m Resolution Metadata

9 9m Resolution Metadata

19m Resolution Metadata

38m Resolution Metadata

75m Resolution Metadata

150m Resolution Metadata

STAMP

Signed at _____
On the _____ of _____ 2023
Time _____
Signature _____
FOR NKANDLA LOCAL MUNICIPALITY – EMPLOYERS REPRESENTATIVE
Name and Surname _____
Capacity _____

Bid Number: NKA/SITES/2023/24/01.

CERTIFICATE OF BIDDER'S ATTENDANCE AT THE
BRIEFING/SITE CLARIFICATION MEETING



NKANDLA MUNICIPALITY

Formal Bid Offer

The Municipal Manager
Nkandla Municipality
P/Bag x 161

Sir,

I/We _____ offer to purchase
the following erf / erven in accordance with the contract conditions for an amount of:-

ERF : _____
R : _____
In words : _____

Until such time that a formal agreement is compiled and accepted, this proposal will be
in conjunction with your acceptance or the persons acting on your behalf and will be a
binding contract between both parties.

I/We understand that the Council is not bound to accept the lowest or any tender
received.

For : _____

Address : _____

Contact number: _____

I/We hereby acknowledge: -

1. that I/We have read and acquainted myself/ourselves with the terms and conditions of tender and understand the purpose thereof and agree that all such conditions shall form part of this tender;

2. that this offer is irrevocable for a period of 14 days from the date fixed for the opening of tenders and may be accepted in writing by the Nkandla Municipality, at any time during that period, which acceptance, together with this tender shall constitute a binding agreement of purchase and sale between the Nkandla Municipality and myself/ourselves.

I/We understand that the Council is not bound to accept the lowest or any tender it may receive.

THE CONDITIONS OF TENDER I/WE READ AND ACCEPT

PROPOSER

Purchase and Sale Agreement for Residential Land

MEMORANDUM OF AGREEMENT OF SALE made and entered into by and between:

THE NKANDLA MUNICIPALITY herein represented by

MISS N.P DLAMINI

MUNICIPAL MANAGER of the NKANDLA LOCAL MUNICIPALITY

(hereinafter with its nominee or nominees, referred to as the Seller) of one part: and

AND

(hereinafter with his/her heirs, executors, administrators or approved assigns, referred to as the Purchaser) of the other part.

WHEREAS the Seller has agreed to sell, and the Purchaser has agreed to purchase certain property, subject to certain terms and conditions which the parties desire to have reduced to writing as required by Law:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. THE PROPERTY

The Seller hereby sells to the Purchaser who hereby purchases the following property: _____ of Nkandla in extent _____ hectares as per Annexure 1 to this agreement.

(hereinafter referred to as "the property")

2. THE PURCHASE PRICE

The purchase price is R _____ per square metre and has been determined by a Professional Valuer. The total purchase price for the property is _____.

3. PAYMENT OF PURCHASE PRICE

The purchase of the property will be secured by the payment of 10% of the purchase price in cash or bank guaranteed cheque within 14 days from the date of receiving the award letter from the municipality, failing to pay 10% within 14 days will result in the property being awarded to the next qualifying bidder. The balance must be paid within 21 days after the 10% payment. The purchase agreement will only be signed once the property has been paid in full.

4. ALL PAYMENTS FREE OF COMMISSION

All amounts due in terms of this Agreement shall be payable free of exchange or other deduction, in Nkandla or such other place or places in KwaZulu-Natal as the Seller may nominate.

5. DATE OF SALE

The date of sale shall be the date of signature of this agreement by the seller.

6. DATE OF OCCUPATION

The Seller shall grant to the Purchaser occupation and possession of the aforesaid property on the date of sale of the property to the Purchaser on which date all risk and benefit in and to the property shall pass to the Purchaser.

7. RATES AND TAXES

The Purchaser shall be liable for payment of all rates and taxes in respect of the aforesaid property from the date of transfer which rates are payable monthly or annually by prior arrangement with the Seller. The Purchaser agrees, upon request, to pay to the Conveyancers appointed by the Seller to transfer the aforesaid property, the proportions of rates and availability charges for which the Purchaser may be liable, so as to enable the necessary Rates Clearance Certificate to be obtained from the Manager Financial Services of the Nkandla Municipality.

8. CONDITIONS OF TRANSFER

- 8.1** It is understood that the Purchaser shall not be entitled to take transfer of the aforesaid property until such time as all amounts due by the Purchaser in terms of this Agreement have been paid or secured to the Seller's satisfaction.
- 8.2** The Purchaser acknowledges that he is aware that transfer duty is payable within a period of six (6) months from the date of sale after which period a penalty is payable to the Receiver of Revenue, for which penalty the Purchaser will be liable.
- 8.3** The Purchaser shall proceed, within 14 (fourteen) days of being requested to do so by the conveyancers for this land sale, to sign all documentation required to effect transfer of the property into its name.

9. "VOETSTOOTS"

The Purchaser acknowledges having made a thorough examination of the aforesaid property which is sold "voetstoots" and in accordance with the Conditions of Title and diagram of the aforesaid property and without warranty express or implied against either latent or patent defects and subject to any servitudes which may be in existence or which may have been agreed upon by the Seller.

The Purchaser acknowledges that it is aware of the locality of all boundary beacons and agrees that the Seller shall not be responsible for any excess or deficiency in the extent of the aforesaid property. Any such excess or deficiency shall be for the benefit or account, as the case may be, of the Purchaser.

10. RESTRICTION ON CESSION

The Purchaser may not cede, assign, nor deal in any way with his/her rights and obligations as set out in this Agreement, neither may the Purchaser purport to sell, hypothecate nor deal with the aforesaid property other than in terms of this Agreement, except with the written consent of the Seller.

11. BREACH

In the event of the Purchaser committing a breach of this Agreement or otherwise being in default of the terms and conditions thereof and remaining in default after being given TEN (10) days notice in writing within which to rectify such default, the seller shall have the option either:

11.1 to enforce the terms of this Agreement and sue for the whole or any part of the purchase price, interest and other amounts outstanding;

11.2 to cancel this Agreement and resume possession of the aforesaid property. The Purchaser shall be liable for the cancellation charges and transfer duty payable to the Receiver of Revenue on any amounts forfeited. The Purchaser shall not be entitled to any improvements made to the aforesaid property and all monies paid to the Seller shall be forfeited to the Seller as liquidated damages. The Seller shall be entitled to exercise its rights to recover further damages and to re-sell the property at such time as the Seller deems fit, in which event the Purchaser shall not be entitled to any benefit arising from the cancellation and re-sale of the property.

The Purchaser shall further be responsible for all conveyancing costs incurred. Any action taken by the Seller in terms of this clause, shall be without prejudice to the Seller's rights under the Common Law.

12. DOMICILIUM

Notice shall be deemed to have been received by the Purchaser SEVEN (7) days after the posting thereof within the Republic of South Africa under postage prepaid registered letter, addressed to the Purchaser at:
or the such other address as the Purchaser may advise the Seller of in writing from time to time, which address the Purchaser elects as his domicilium citandi et executandi.

13. BUILDING CONDITIONS

13.1 Without the written authority of the Seller, the Purchaser shall not be entitled to erect any building of whatsoever nature on the aforesaid property. All building plans are to be approved by the Seller and in particular, it is agreed that no outbuilding of any kind whatsoever shall be erected by the Purchaser on the aforesaid property until such time

as an approved structure in compliance with the relevant part of this Clause has been erected.

13.2 The Purchaser agrees that a development in compliance with the Nkandla Planning Scheme for Multi-purpose zoned properties will be completed on the property within 3 (three) years.

13.3 Notwithstanding anything to the contrary contained in this agreement and in particular, Clause 11 hereof, it is agreed that the Purchaser's failure to erect an approved structure as set out above within the period, the Seller shall be entitled:

13.3.1 To re-transfer the property into its name should it at such time be registered in the name of the Purchaser. The Purchaser hereby undertakes to sign and execute documents relating to such re-transfer to enable the Seller's attorneys to re-transfer the property into the name of the Seller in the KwaZulu-Natal Deeds Registry. In the event of the Purchaser failing, refusing, or neglecting to sign such documents within a period of 14 (fourteen) days from the date on which such documents are presented to the Purchaser for signature, the Purchaser hereby irrevocably nominates and appoints the Municipal Manager of the Nkandla Council to sign such transfer documents for and on behalf of, and in the name of the Purchaser.

13.3.2 Should this agreement of sale be cancelled as hereinbefore provided for and the aforesaid property is re-transferred to the Seller, then:

13.3.2.1 the cost of such re-transfer shall be borne by the Purchaser;

13.3.2.2 the Purchaser shall not be entitled to claim from the Seller who shall not be liable to pay to the Purchaser the cost of transfer of the aforesaid property to the Purchaser, nor any compensation for any improvements made by the Purchaser to and on the aforesaid property?

The Purchaser shall furthermore forfeit as liquidated damages, the purchase price and any other amounts paid to the Seller.

14. CONVEYANCING

All conveyancing in connection with the transfer of the aforesaid property into the name of the Purchaser and all work incidents thereto shall be done by the Seller's legal representatives at the Purchaser's expense.

The Purchaser shall also be responsible for the payment of all transfer duty and other disbursement in connection with the transfer and acknowledges that he/she is aware that penalty will accrue as aforesaid.

The Purchaser shall, within a period of 14 (fourteen) days from being requested to do so, pay the transfer fees and sign the transfer documents at the offices of the municipality.

15. IF PURCHASER IS A COMPANY OR CLOSE CORPORATION

If this Agreement is entered into by a person acting as a Trustee on behalf of the Company or Close Corporation to be formed, or on behalf of a Company or Close Corporation already formed and incorporated, then the Trustee/s and/or the directors of the said Company or Close Corporation shall jointly and severally bind themselves as sureties and co-principal debtors to the Seller in obligations by the Purchaser in terms of this Agreement, and shall upon signature of this Agreement, be deemed to be personally bound.

16. CONDITION OF TITLE

The following condition of title shall be inserted in the Deed of Transfer of the hereinbefore mentioned property, in so far as it may be registrable, in the following form:
" The property or any portion thereof or share therein shall not be sold, assigned, donated, transferred or let or otherwise alienated by the owner unless the consent in writing of the Nkandla Council, or its successor in title, is first obtained."

SIGNED at _____ on the _____ day of _____ 2023

SELLER

AS WITNESS

Miss N.P Dlamini
Municipal Manager

SIGNED at _____ on the _____ day of _____ 2023

PURCHASER

AS WITNESS

Declaration of Bidder's Past Supply Chain Management Practices

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes ☐	No ☐
4.2.1	If so, furnish particulars: The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Bidder

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

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

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –
(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public

entity or constitutional institution within the meaning of the Public Finance

Management Act, 1999 (Act No. 1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....

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

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

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

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	State Employee Number

Signature

Date

Position

Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

MBD 9

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

Signature	
Date	
Name of Bidder	

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ATTACHMENTS

