



DEPARTMENT: DEVELOPMENT AND TOWN PLANNING

BID DESCRIPTION: SALE OF BUSINESS SITES FOR INVESTMENTS.

BID NO: DTP 002/2025

BID SUBMITTED BY:

NAME OF BIDDER :

ADDRESS :

CONTACT NUMBER :

CONTACT PERSON :

BID AMOUNT (VAT INCL) :

ISSUED BY:

Dihlabeng Local Municipality

No. 9 Muller Street East

P.O. Box 551

BETHLEHEM

9700

Tel. No.: (058) 303 5732

Fax No.: (058) 303 4703

CLOSING DATE : 01 September 2025 at 12:00pm

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

BID NUMBER: 001/2025

BID DOCUMENT

CLOSING DATE AND TIME: 01 SEPTEMBER 2025, 12:00pm

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department :Development and Town Planning 9 Muller Street East BETHLEHEM 9701 P. O. Box 551 BETH LEHEM 9700 Tel: (058) 303-5732 Fax: (058) 303 4703	Human Settlements Section	Human Settlements Section Enquiries: Mr. Mafika Nhlapo. Tel: (058) 303 5732

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

BID EVALUATION CRITERIA

The bids will be evaluated in four (4) stages, namely:

- Stage 1 : Responsiveness.
- Stage 2 : Functionality.
- Stage 3 : Risk Analysis.
- Stage 4 : Financial Offer.

Stage 1: Responsiveness

The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following results in immediate disqualification:

1. Certificate of Authority for Signatory;
2. Joint Venture Agreement and Power of Attorney, in case of Joint Venture.
3. Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears.
4. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached, should the municipal services be paid by the Landlord/owner, a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached. NB: The municipality may verify the authenticity of the lease agreement. Address of which wrong/misleading information has been submitted may lead to disqualification.
5. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
6. Submission of the proposal and site development plan for the identified land accompanied by the motivation to the extent to which the intended disposal of the immovable property will promote the principles of integration, densification, regeneration and compact development.
7. The document and Bill of Quantities must be completely filled in **Black Ink and not with erasable fluid** and corrections are countersigned.
8. The bidder must complete and signed all the prescribed and **compulsory** bid forms including compulsory briefing session attendance register.
9. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive/USB with all exhibits and forms required included in the returnable schedule.

Stage 2: Functionality Criteria

[illegible]

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

Stage 3: Financial Offer and Preference Evaluation

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022.

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

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

POINTS AWARDED FOR SPECIFIC GOALS

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:

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—

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 any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest

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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).

A	Number of points allocated (90/10 system) (To be completed by the organ of state).	Number of points allocated (80/20 system) (To be completed by the organ of state).	Number of points claimed (90/10 system) (To be completed by the tenderer).	Number of points claimed (80/20 system) (To be completed by the tenderer).
		4		
	Within the boundaries of the Free State.			
	Within the boundaries of Dihlabeng Local Municipality.	6		
	Historically Disadvantaged Individuals	10		
Total		20		

Stage 4: Risk Analysis-Supply Chain Management.

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

The bid of any bidder may be disregarded if that bidder, or any of its directors have –

Abused the institution's supply chain management system;

Committed fraud or any other improper conduct in relation to such system;

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Failed to perform on any previous contract.

The bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.

The Database of Restricted Suppliers is available 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.

Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

This tender is and shall be implemented in accordance with all relevant and applicable legislation, which includes and is not limited to best practice guidelines of procurement, Engineering Profession Act (Engineering Council of South Africa – ECSA: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professions (ECSA) for the typical services stages as listed), tender evaluations and etc.

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BID NUMBER: DTP002/2025

To ensure your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed **BID NUMBER:DTP 002/2025** and placed in Bid Box Ground Floor, Dihlabeng Local Municipality, 9 Muller Street East, Bethlehem, at **12H00 and not later than the closing date (1 September 2025) as advertised, at which hour the bids** will be opened in public in the Municipal office, at the above-mentioned address.

The following documents must be completed and signed where applicable and submitted as a complete set:

- | | | |
|----------------|---|--|
| 1. FORM OF BID | - | Declaration |
| 2. FORM "A" | - | General Condition and Declarations |
| 3. FORM "B" | - | Standard and Special Conditions of Sale |
| 4. FORM "C" | - | Specification |
| 5. FORM "D" | - | Schedule of Prices |
| 6. FORM "E" | - | Declaration of Bidder's Past SCM Practices |
| 7. FORM "F" | - | Acceptance of bid |

THE FOLLOWING DOCUMENTS ARE ATTACHED FOR INFORMATION ONLY AND SHOULD NOT BE SIGNED

- | | |
|-----------------|---|
| 8. APPENDIX "Z" | DRAFT DEED OF SALE [PLEASE DO NOT SIGN] |
|-----------------|---|

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NOTICE TO BIDDERS INCLUDED IN ALL BID DOCUMENTS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. Failure to submit all the required documents with the bid document on closing date of the bid shall result into disqualification.
2. If any pages have been removed from the bid document, and have therefore not been submitted or a copy of the original bid document has not been submitted.
3. Failure to complete the price schedule as required.
4. Scratching out the bid document without countersigning
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. The Bid has not been properly signed by a person having the authority to do so, where applicable. **(Refer to Declaration)**
7. Particulars required in respect of the bid have not been completed, except if information required on Preferential Schedule in respect of HDI Equity Ownership Forms, is not completed, the bid will not be disqualified but no preference points will be awarded.
8. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading information supplied anywhere else will be disregarded which may lead to the rejection of the bid. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids.**
9. The bidder attempts to influence, or has influenced the evaluation and/or awarding of the contract
10. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
11. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

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12. Bid offers will be rejected if the bidder has abused the DLM's Supply Chain Management System and action was taken in terms of paragraph 38 of the DLM SCM Policy.
13. Form of offer not completed and signed by the authorized signatory.

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. SELLER, COUNCIL, DIHLABENG LOCAL MUNICIPALITY (DLM).
2. BID, TENDER AND VARIATIONS THEREOF.
3. JOINT VENTURE/CONSORTIUM.

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT**FORM OF BID
DIHLABENG LOCAL MUNICIPALITY****BID NUMBER:DTP002/2025****DECLARATION**

To: The Municipal Manager
Dihlabeng Local Municipality
P.O. Box 551
BETHLEHEM
9700

Sir/Madam

I/We, the undersigned

- (a) bid to purchase from the DIHLABENG LOCAL MUNICIPALITY [hereafter "DLM"] property as described both in this and the other Schedules to this Bid;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "FORM B" attached hereto, should this bid be accepted;
- (d) confirm that this bid may only be accepted by the DLM by way of a duly authorized letter of Acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedule, and the contents thereof and that we have signed and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialed by the relevant authorized person and that the document constitutes a proper contract between the DLM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preferences(s)
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the bid being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the

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satisfaction of the DLM that the claims are correct, If the claims are found to be inflated, the DLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the DLM as a result of the award of the contract and/or cancel the contract and claim any damages which the DLM may suffer by having to make less favorable arrangements after such cancellation;

(j) signatory to the document is duly authorized; and

(k) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the DLM

Signed at _____ this _____ day of _____ 2025

Name of Authorized Person: _____

Authorized Signature: _____

Date: _____

As witnesses:

1. _____

2. _____

PLEASE NOTE:

- The prices which a bidder is prepared to offer for purchase of property must be placed in the column on the Form provided for that purpose.
- Bidders must sign the Form of Bid as well Form "E"(Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the EMM, the conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the Conditions of Contract between the parties.
- FAILURE TO COMPLETE ALL BLANK SPACES IN THE FORMS AND TO ATTEND TO THE OTHER DETAILS MENTIONED THEREIN WILL RENDER THE BID LIABLE TO REJECTION (WITH THE EXCEPTION OF SPECIFIC GOALS IN FORM "G" – DISPOSAL FORM)
- ANY COMPLETION OF THE BID DOCUMENT IN ERASABLE INK (INCLUDING PENCIL) OR BY MAKING USE OF TIPPEX (CORRECTION FLUID) RENDER THIS BID INVALID.

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT**FORM "A"****DIHLABENG LOCAL MUNICIPALITY****GENERAL CONDITIONS AND UNDERTAKINGS:****1. DEFINITIONS:**

- 1.1 "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation;
- 1.2 "Accounting Officer" in relation to the Municipality, means the Municipal Manager;
- 1.3 "Bid" means an offer to purchase a property from DLM and/or supply goods or services to the DLM at a specified price;
- 1.4 "Bidder" means any person offering to purchase a property from DLM and/or to supply goods or services to DLM;
- 1.5 "CC" shall mean Customer Care;
- 1.6 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids;
- 1.7 "MM" shall mean Municipal Manager of DLM appointed in terms of the Local Government: Municipal Structures Act 117 of 1998;
- 1.8 "Corrupt activities" means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no.12 of 2004);
- 1.9 "Day" means calendar day;
- 1.10 "Disposal" in relation to a capital asset, includes –
 - (a) The demolition, dismantling or destruction of the capital asset; or
 - (b) Any other process applied to a capital asset which result in loss of ownership of the capital asset otherwise than by way of transfer of ownership;
- 1.11 "MHS" shall mean the Manager: Human Settlements in the DLM responsible for this bid or her/his duly authorized representative;

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- 1.12 “Equity ownership’ refers to the percentage ownership and control, exercised by individuals within an enterprise;
- 1.13 “DLM” or “Municipality” shall mean the Dihlabeng Local Municipality;
- 1.14 “Fraudulent practice’ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition;
- 1.15 “DHI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI;
- 1.16 “Historically disadvantaged individuals (HDIs)” means all South African citizens –
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and/or
 - (ii) Who is a female/male
 - (iii) Who has a disability?
- Provided that a person who obtained South African citizenship on or after coming to effect of the Interim Constitution, is deemed not to be an HDI.
- 1.18 “Letter of acceptance” means the written communication by the DLM to the Bidder recording the acceptance by the DLM of the bidder’s bid subject to the further terms and conditions to be included in the agreement;
- 1.19 “Purchase price” means the price payable to the DLM under the contract for the full and proper performance of its contractual obligations;
- 1.20 “Purchaser” means the bidding individual submitting a bid for the purchase of the property;
- 1.21 “SMME’s” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business

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(Act 102 of 1996). Refer to the attached addendum for definition of SMME's for different economic sectors;

- 1.22 "Strategic property" refer to a property on which more than a single dwelling unit or more than single factory or a business complex can be developed and will include:
 - (a) Residential and business Erf on which multiple residential and/or business units will be allowed in terms of the Spatial Development Framework and/or Town Planning Scheme;
 - (b) Property outside approved Townships such as farm land and agricultural holdings;
 - (c) Such other properties that the council may in its sole discretion determine.
- 1.23 "Seller" means the DLM being registered owner of the property sold;
- 1.24 "Transfer" in relation to a capital or subsidiary asset, means transfer of ownership in the asset as a result of a sale or other transaction;
- 1.25 "Written or in writing" means hand-written in ink or any form of electronic or mechanical writing;
- 1.26 "Site/erven" as it appears in this bid document or any document in relation to this contract refers to a serviced site which has connection to a sewer pipe and water supply but no electricity connection to it.

2. GENERAL UNDERTAKINGS BY THE BIDDER

- 2.1 I/we hereby bid:
 - 2.2.1 To purchase the property described in the documents (forms, Schedule(s) and/or Annexure (s) to the DLM;
 - 2.1.2 On the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
 - 2.1.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.
- 2.2 I/we agree further that:
 - 2.2.1 The offer herein shall remain binding upon me/us and open for acceptance by the DLM during the validity period indicated and calculated from the closing time of the bid.

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- 2.2.2 This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule (s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.
- 2.2.3 Notwithstanding anything to the contrary in the Forms, Schedule (s) and/or Annexure (s) attached hereto:
- 2.2.3.1 If I/we withdraw my/our bid within the period of which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DLM may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and DLM;
 - 2.2.3.2 In such event, I/we will then pay to the DLM any additional expense incurred by the DLM for having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation or fresh bids and by the subsequent acceptance of any less favorable bid;
 - 2.2.3.3 The DLM shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
 - 2.2.3.4 Pending the ascertainment of the amount of such additional expenditure the DLM may retain such monies, guarantee or deposit as security for any loss the DLM may sustain, as determined hereunder, by reason of my/our default.
- 2.2.4 If my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.
- 2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price (s) and rate (s) quoted cover all the work/item (s) specified in the bid documents and that the price (s)

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and rate (s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding prices(s) and calculations will be at my/our risk.

2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of the relevant CCC in respect of any action whatever arising from this.

2.3 Bidders are permitted to make offer to more than one properties.

GENERAL BID CONDITIONS & DIRECTIVES

3. It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies to which the DLM adheres.

4. Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents and Disposal of Land Framework and Guidelines of DLM:

4.1 SUPPLY CHAIN MANAGEMENT POLICY

4.2 PREFERENTIAL PROCUREMENT POLICY

4.3 DISPOSAL OF LAND FRAMEWORK AND GUIDELINES

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the DLM's Requests for Bids.

5. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid.

6. Bid prices must be submitted on the official bid Form "E" – "Schedule of Prices" form which must be filled in and completed in all respects.

7. Bids must be submitted in sealed envelopes.

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8. Separate envelopes must be used for each bid invitation.
9. The address, bid number and closing date must appear on the front of the envelope.
10. The name and address of the Bidder must appear on the back on the envelope.
11. The documents must be placed in the bid box at DLM offices.
12. Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid.
13. The DLM shall not be obliged to accept the highest or any bid. The DLM reserve the right to negotiate additional conditions with the Bidder and/or to award a bid.
14. The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the DLM that might have application on the Bidder's activities in terms hereof.
15. Neither the DLM nor any official in the DLM will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categories any requirements.

16. DETAILS OF OFFERS MADE

- 16.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;
- 16.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.

GENERAL CONTRACTUAL UNDERTAKINGS**17. INDEMNITY**

- 17.1 The Bidder undertakes to indemnify the DLM in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the Bidder as a consequence of the negligence of the Bidder.

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- 17.2 The Bidder shall not be liable for such liability, loss, damage, claim proceeding or expense where same was due to any act or neglect of the DLM or any person for whose actions the DLM is legally liable.

18. ACCEPTANCE

- 18.1 Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance for a period of ninety (90) days from the date on which bids are due and during this period the Bidder shall agree not to withdraw his/her bid or impair or derogate from its effect;
- 18.2 The written approval of this bid by the DLM, by way of letter of acceptance, shall constitute a contract binding on both parties;
- 18.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

19. PRICE

The purchase price quoted shall be VAT inclusive

20. BREACH

- 20.1. Should either the Bidder or the DLM commit breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 20.2. Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages

21. GENERAL

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- 21.1 Unless otherwise indicated in the bidding documents, the seller shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 21.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

22. TERMINATION FOR DEFAULT

- 22.1 The DLM, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, may terminate the contract:
- (a) If the successful bidder fails to meet any or all of the obligations within the period(s) specified in the contract;
 - (b) If the successful bidder fails to perform any other obligation(s) under the contract; or
 - (c) If the successful bidder, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 22.2. Where the DLM terminates the contract it may decide to impose a restriction penalty on the successful bidder by prohibiting such bidder from doing business with DLM.
- 22.3. If DLM intends imposing a restriction on a successful bidder or any person associated with the bidder the bidder will be allowed a time period of more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the successful bidder fail to respond within the stipulated fourteen (14) days, the DLM may regard the bidder as having no objection and proceed with the restriction.
- 22.4 If a restriction is imposed, the DLM must within five (5) working days of such imposition furnish the National Treasury with the following information:
- i. The name and addresses of the supplier and/or person restricted by the DLM;
 - ii. The date of commencement of the restriction;
 - iii. The period of restriction and
 - iv. The reason for the restrictions

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These details will be loaded in the National Treasury's

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

23. Governing Language

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

24. PUBLICITY

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of all other parties to this agreement, to the contents thereof and the manner of its presentation and publication provided that such approval shall not be unreasonably withheld or delayed.

25. SEVERABILITY OF THE CONTRACT TERMS

- 25.1 Each provision of this agreement if, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from other provisions of this agreement;
- 25.2 Any provision of this agreement which is or becomes invalid, enforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as pro non script to the extent that it is so invalid, enforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect;
- 25.3 The parties declare that is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at thereof execution of this agreement.

26. WAIVER OF RIGHTS

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

- 26.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;
- 26.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such party;
- 26.3 In the event of a party having concluded such a written document same shall be strictly construed.

27. CESSION OF RIGHTS

- 27.1 Save as is otherwise expressly stipulated in this agreement, this agreement is personal to the parties;
- 27.2 No party may cede, delegate or assign any of its rights or obligations in terms of this agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

28. DOMICILE & NOTICES

- 28.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows.

The Dihlabeng Local Municipality
 Physical - Dihlabeng Local Municipality
 9 Muller Street East
 Bethlehem
 9701

Postal - P.O. Box 551
 Bethlehem
 9700
 Telephone +27 (0)58 303 5732
 Facsimile +27 (0)58 303 4703

29. [THE BIDDER] (PROVIDE DETAILS OF BIDDING INDIVIDUAL)

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

- 29.1 Physical Address
-
-
- Postal code
- Postal Address
-
-
- Postal Code
- Telephone Number
- Facsimile Number
- 29.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or vary its postal domicile or its facsimile domicile to any other within the Republic;
- 29.3 Any notice given or any payment made by any party to any other ("addressee") which is-
- 29.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
- 29.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.
- 29.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 29.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.
- 29.6 Any notice required or permitted to be given in terms of this agreement shall be given and effective only if in writing.

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT**30. APPLICABLE LAW**

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved, the Magistrate Court for the district of the relevant CCC shall have jurisdiction in respect of any action whatever arising from this contract.

31. FALSE INFORMATION

Should it come to the attention of DLM that false information has been given in whatever way with the intention of the Bidder to position him/her to be awarded the bid, the DLM holds the right to disqualify the bid and/or terminate the contract.

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT**FORM B****DIHLABENG LOCAL MUNICIPALITY****BID NUMBER: 001/2025.****STANDARD CONDITIONS OF SALE**

1. The properties to be sold are as per the plan attached hereto marked Appendix "X". (The Property); and held by the Council in terms of the Deed of Transfer.
2. The successful bidder shall pay the purchase price to the Council free of exchange or commission as follows:
 - (i) A cash shall be payable upon the date of signature of the proposed Deed of Sale, which shall not be refundable should the purchaser decide not to proceed with the registration of the transfer for whatsoever reason, unless adverse soil conditions can be proven.
 - (ii) An Electronic Transfer for purchase price shall be made to the Dihlabeng Local Municipality with immediate effect on the date of signing the Deed of Sale.
 - (ii) All costs (transfer, advertising, rezoning, obtaining of a new valuation, etc.) pertaining to the property shall be borne by the applicant/successful bidder. The applicant/successful bidder will deposit an amount equal to an estimate of the total cost to secure his obligations in this regard and undertake to pay any unforeseen excess costs.
- 2.1 The purchaser shall commence with the development of the property within 6 (six) months after the date of signing of the Deed of Sale and shall complete the development within 18 (eighteen) months of completion of the necessary town planning processes if any.
- 2.2 Should the purchaser fail to develop an approved plan within 12 (twelve) months from the date of signing of the Deed of Sale and completion of the necessary town planning processes if any, the municipality will charge for rates and taxes as in terms of the approved plan.
- 2.3 Should the purchaser fail to commence with or complete the development as stipulated in (2.1) and (2.2) above, the property shall revert to the

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

municipality and be transferred back to the municipality at the discretion of the Accounting Officer.

- 2.4 Should the property revert to the municipality, the municipality shall refund to the purchaser an amount equal to the amount paid by the purchaser in respect of the purchase price, less all costs attached to the retransfer of the property in to the name of the municipality, which costs shall be for the account of the purchaser. The municipality will only compensate the purchaser for any improvements erected on the property after the property has been sold to another purchaser and the purchase price has been paid by said purchaser.
- 2.5 In order to comply with the requirements of the Deeds Office as set out in Circular No. 152 dated 1997.07.03 by the Registrar of Deeds, the above conditions imposed shall not be embodied in the Title Deed to be issued to the purchaser, but instead the following conditions shall be inserted in such deed:
- “the property shall not be transferred without the consent of the Dihlabeng Local Municipality”.
- 2.6 The use of all immovable assets disposed of in terms of this Policy shall be in accordance with the requirements of the Spatial Development Framework as adopted by Council by ensuring that the conditions of sale include compliance by purchasers within the principles of the said Framework.
- 2.7 All immovable assets sales will be done subject to the necessary environmental legislation being complied with by the purchaser in respect of the intended use of the property.
- 2.8 Any sale of immovable assets by the municipality which is to be utilized for purpose of housing to be funded and/or subsidized from National and/or Provincial Housing funds shall be done in compliance with the principles, policies and procedures as contained in National and Provincial Housing legislation and any Housing code and/or Land Procurement Procedures prescribed under such legislation.
- 2.9 The extent to which the intended disposal of the immovable property will promote the principles of integration, densification, regeneration and compact development, shall be considered in deciding whether to dispose of property.

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

3. The purchaser is liable for payments of transfer duty (if applicable) and all costs of and in connection with the transfer of the property in its name, inclusive of stamp duties.
4. The Council's conveyancers shall attend to transfer of the property to the Purchaser as soon as the purchase price and interest thereon shall have been paid in full and provided further that the costs of transfer and transfer duty shall have been paid to the said conveyancers.
5. The property is sold "voetstoots" and the risk thereof shall pass to the Purchaser on the date of registration of transfer.
6. The property is zoned in terms of the zoning certificate in terms of the Town-planning scheme, and is subject to the conditions contained in the Town-planning Scheme, and the conditions of the establishment of the township concerned.
7. Should the purchaser breach any term of this contract or fail or neglect to pay the purchase price or interest thereon on the due date, or should he fail or neglect to pay assessment rates or any other levies on the property on due date thereof, the Council may in its absolute discretion:
 - 7.1 Claim from the Purchaser of such arrear instalment, interest thereon and assessment rates that might be due; or
 - 7.2 Claim from the Purchaser the full balance of the purchase price, interest thereon and assessment rates that might be due; or
 - 7.3 Cancel this agreement summarily without further notice to the Purchaser, and in such event the Council shall retain as "rouwkoop" or pre-estimated damages all amounts paid by the Purchaser to the Council in terms of these conditions of sale.

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

FORM "C"

DIHLABENG LOCAL MUNICIPALITY

BID NUMBER:001/2025.

SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN
TERMS OF REGULATION 27 DLM SUPPLY CHAIN MANAGEMENT

SPECIFICATION:

1. The Description of the properties should be attached to the tender document.
2. Successful Bidders must be informed that they will be liable for monthly rates and taxes upon receipt of letters confirming that they have been awarded the tenders.
3. Successful Bidders must pay the sites in full upon signing of Deeds of sales and transfer same within twelve months.
4. A pre-emptive clause will be incorporated in the Deed of Sale to prevent successful bidders to reselling the sites.
5. Land shall be disposed through the provisions of the Section 14 of the Municipal Finance Management Act 56 of 20003.
6. It is the responsibility of the bidders to acquaint themselves with the properties.
7. All properties will be sold voetstootd and the successful bidders shall borne the costs for rezoning and sub-division.
8. It is the responsibility of the bidder to familiarize herself and/or himself with the properties that they are interested for.
9. Documents should be sold for a non-refundable fee of R 1000.00 and be uploaded on an e-tender and the municipal website for free downloads.
10. Bids shall be concluded within ninety days (90) days of the closing dates.

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

SCOPE OF WORK.

Council acting in terms of Section 14(2) (b) of the Municipal Finance Management Act 2003, (Act No. 56 of 2003), has determined and confirmed the fair market value/s of the properties and resolved to alienate these properties to stimulate the Local Economic Development and to attract investors within its area of jurisdictions.

It is the bidders responsibility to familiarizes themselves with the Special Development Framework of Dihlabeng Local Municipality to optimize the use of available resources and infrastructure in line with the developmental principles espoused in the Special Land Use Management Act 16 of 2013.

FORM "D"

DIHLABENG LOCAL MUNICIPALITY

BID NUMBER: 001/2025.

SCHEDULE OF PRICES

I, the undersigned, (bidder)

.....

(The Purchaser) do hereby bid to purchase from the Dihlabeng
Local

Municipality the property described below: (Please tick one
appropriate

block and indicate your offered bid amount in the column provided).

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

Property to be sold to the highest acceptable bidders.

NO	DESCRIPTIONS	(Tick with X)	AMOUNT OFFERED (write the amount in an appropriate box)
1.	Portion 3 of Erf 4095, measuring 2,3531 hectares (between Medi-clinic and the Mosque).		
2.	Portion of subdivision 39 of Pretoriuskloof 152, Bethlehem, land adjacent to the main road between Bethlehem and Reitz at the pedestrian bridge between Bakenpark and Bohlokong, measuring 7,0000 hectares.		
3.	Portion of the remainder of the farm Pretoriuskloof 152, Bethlehem measuring 7,035.04m ² situated at Preekstoel Road.		
4.	Erf 5518 Bohlokong , land adjacent to Solomon's Mica Hardware Center between Bethlehem & Bohlokong, measuring 2,0811 hectares.		
5.	Portion of Erf 8173, Bohlokong, land adjacent to Solomon's Mica Hardware Center between Bethlehem & Bohlokong, measuring 5446 hectares.		
6.	Portion of 3787 Bohlokong, land adjacent to Solomon's Mica Hardware Center between Bethlehem & Bohlokong, 3,2539 hectares.		
7.	Erf 166, Bethlehem (land on the corner of Roux and van der Merwe Street known as the parking lot opposite ABSA Bank) measuring 603m ² .		
8.	Erf 166/1, Bethlehem (land on the corner of Roux and van der Merwe Street known as the parking lot opposite ABSA Bank) measuring 1257m ² .		
9.	Portion 5/945 Sol Plaatje Dam area, measuring 30 hectares.		
10.	Erf 1373, Fateng Tse Ntsho, Paul Roux, measuring 6570m ²		
11.	Erf 1787, Bohlokong, Lomond road, measuring 3,1398 hectares.		
12.	Erf 2559, Bethlehem, measuring 7515m ² .		
13.	Portion of the remainder of the farm Atbara No.1752, Bergsig Bethlehem, measuring 5,0000 hectares.		
14.	Portion of Erf 5534, measuring 1263m ² . Hospital Road.		
15.	Portion of Erf 3568, measuring 3 Hectares. Hospital Road.		
16.	Portion of Erf 3555 Bethlehem, Grey Street, measuring 6698m ² .		
17..	Eden Small Holdings, Plot 48, Bethlehem, measuring 4,8869 hectares.		
18.	Eden Small Holdings, Plot 49, Bethlehem, measuring 5,03754 hectares.		
19.	Eden Small Holdings, Plot 50, Bethlehem, measuring 4,65758 hectares.		
20.	Erf 700 in Clarens, measuring 3661m ²		
21.	Portion of the farm Pretorius Kloof No. 152 which is known as old municipal scrapyard measuring +- 4.49 hectares.		
22.	Portion 2/1718 of the farm Bruwershoop and is in extend of 8.100 hectors and registered under Title Deed: T291/1971.		
23.	Erf 80 in Fouriesburg, measuring 353 m ²		
24.	Erf 488 in Fouriesburg, measuring 670 m ²		
25.	Erf 489 in Fouriesburg, measuring 701 m ²		
26.	Erf 491 in Fouriesburg, measuring 491 m ²		

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

Erven in Groenevoerlande Industrial Area which is commonly known as the Industrial Park, Bethlehem.			
No.	Erven Numbers	(Tick with X)	AMOUNT OFFERED
1.	3417 measuring 8406 m ²		
2.	3459 measuring 1.47ha.		
3.	3463 measuring 5470 m ²		
4.	3464 measuring 5461 m ²		
5.	3465 measuring 1.3 ha.		
6.	3466 measuring 4368 m ²		
7.	3467 measuring 4338 m ²		
8.	3468 measuring 2 400 m ²		
9.	3469 measuring 2 400 m ²		
10.	3470 measuring 2 400 m ²		
11.	3471 measuring 3 862 m ²		
12.	3472 measuring 1 991 m ²		
13.	3473 measuring 1 872 m ²		
14.	3474 measuring 2 432 m ²		
15.	3475 measuring 1 994 m ²		
16.	3476 measuring 2 057 m ²		
17.	3477 measuring 2 055 m ²		
16.	3478 measuring 2 205 m ²		
19.	3479 measuring 2 605 m ²		
20.	3492 measuring 4 406 m ²		
21.	3493 measuring 3 695 m ²		
22.	3495 measuring 3 352 m ²		
23.	3496 measuring 3 614 m ²		

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

Subject to the General Contract Conditions, Standard and Special Conditions of Sale attached hereto and specifically:

1. Any bid submitted shall remain valid, **irrevocable** and open for written acceptance for a period of ninety **(180) days** from the closing date. The submission of a BID shall be deemed to constitute a Contract between Council *mutatis mutandis* and the bidder whereby the latter agrees not to withdraw this bid or to amend it or derogate from its effect during the aforesaid period of (90) **days**. The bidder further undertakes to enter into a formal Sale agreement which shall correspond as far as possible to the draft Deed of Sale attached to this Bid Document as **Appendix "Z"**
2. This bid remains open for acceptance by the Council for a period of ninety (90) **days** from the closing date as advertised.
3. This bid document shall, on acceptance by Council, not constitute a valid deed of sale. The conditions of sale shall be as set out in the final Deed of Sale which will be signed by the parties which will be given to me the bidder if successful.

BIDDERS ARE NOTIFIED THAT ANY OFFER BELOW FAIR MARKET VALUE/S WILL NOT BE CONSIDERED AND IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO DETERMINE MARKET RELATED VALUE OF THE PROPERTIES.

.....

Signature of person authorized to sign bid documents

.....

Name in block letters

.....

Date

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

FORM "E" DIHLABENG LOCAL MUNICIPALITY BID NUMBER: 001/2025

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 declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected, 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 on the National Treasury's database as a person 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 National Treasury after the audi alteram partem rule was applied)		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of corrupt Activities Act (12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder 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?		
4.3.1	If so, furnish particulars:		

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

4.4	Was any contract between the bidder and 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?		
4.4.1	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

 Name of Bidder

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT**CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

I, the undersigned, in submitting the accompanying bid:

DTP: 002/2025

(Bid Number and Description)

in response to the invitation for the bid made by:

DIHLABENG LOCAL MUNICIPALITY

(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.

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT

FORM – “F” (OFFICE USE ONLY)
 ACCEPTANCE OF BID
 DIHLABENG LOCAL MUNICIPALITY
 BID NUMBER: 001/2025

The Dihlabeng Local Municipality, herein represented by Mohau Ntheli in his capacity as the Municipal Manager of the Dihlabeng Local Municipality acting by virtue of a resolution of the Council resolution taken at a meeting held on hereby accepts the bid of (full name of Purchaser) to purchase from the DIHLABENG LOCAL MUNICIPALITY.

..... for the sum of R.....
 (VAT **exclusive**) on thisday.....20..... on the terms and conditions as set out in the attached draft Deed of Sale in the presence of the undersigned witnesses.

AS WITNESSES

1. _____

.....
 FOR DIHLABENG LOCAL MUNICIPALITY

2. _____

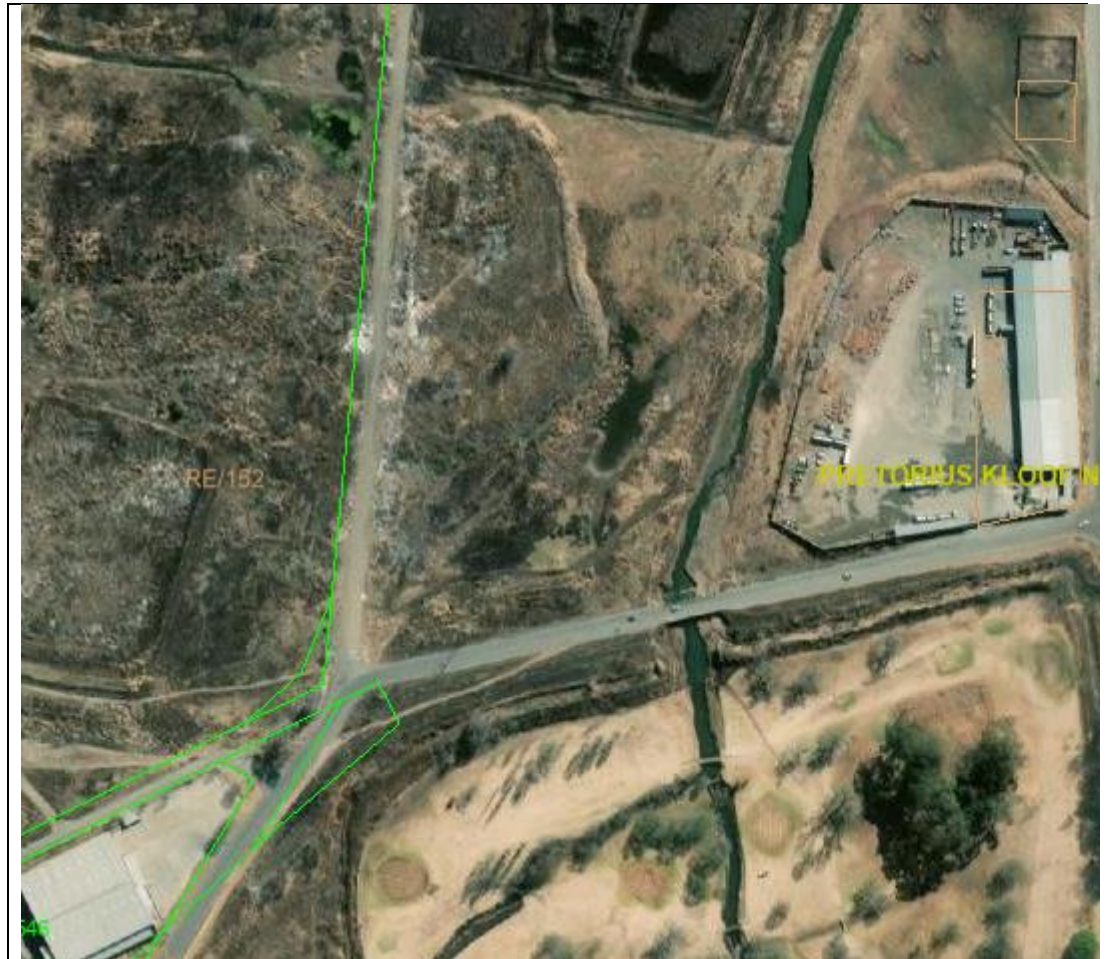
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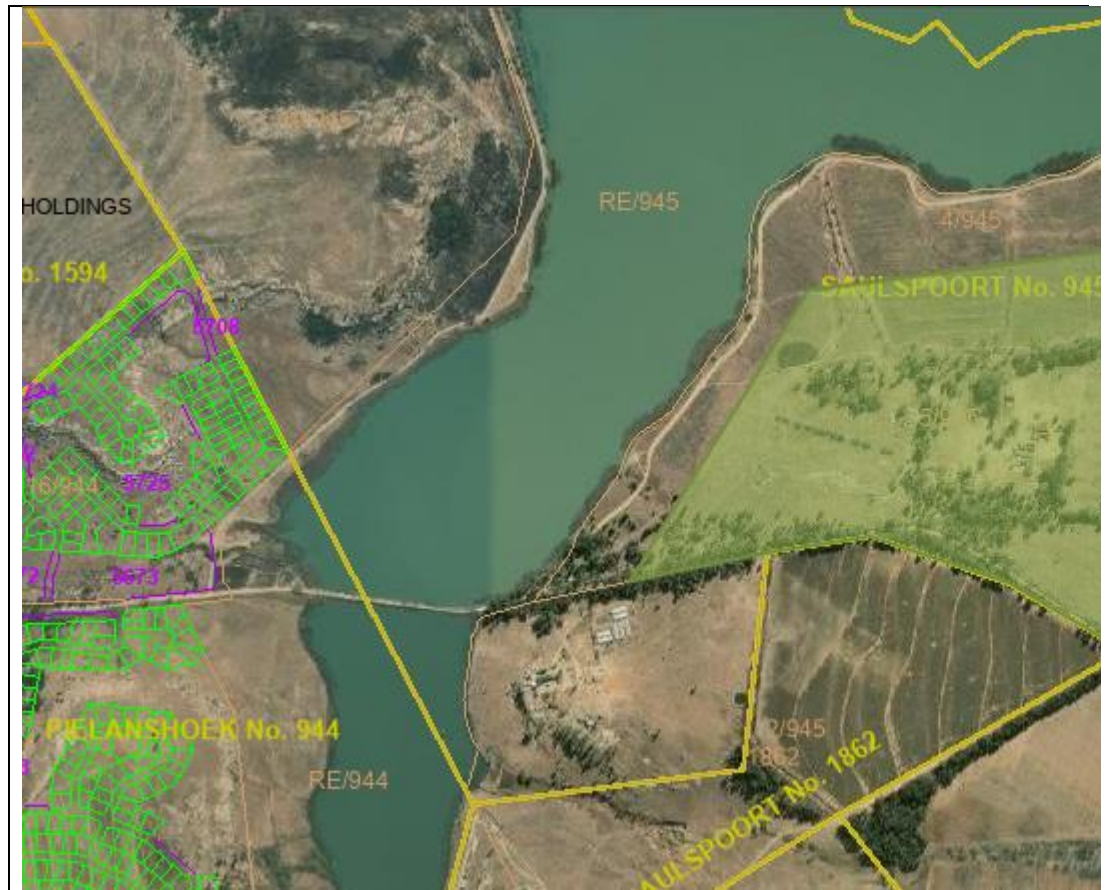
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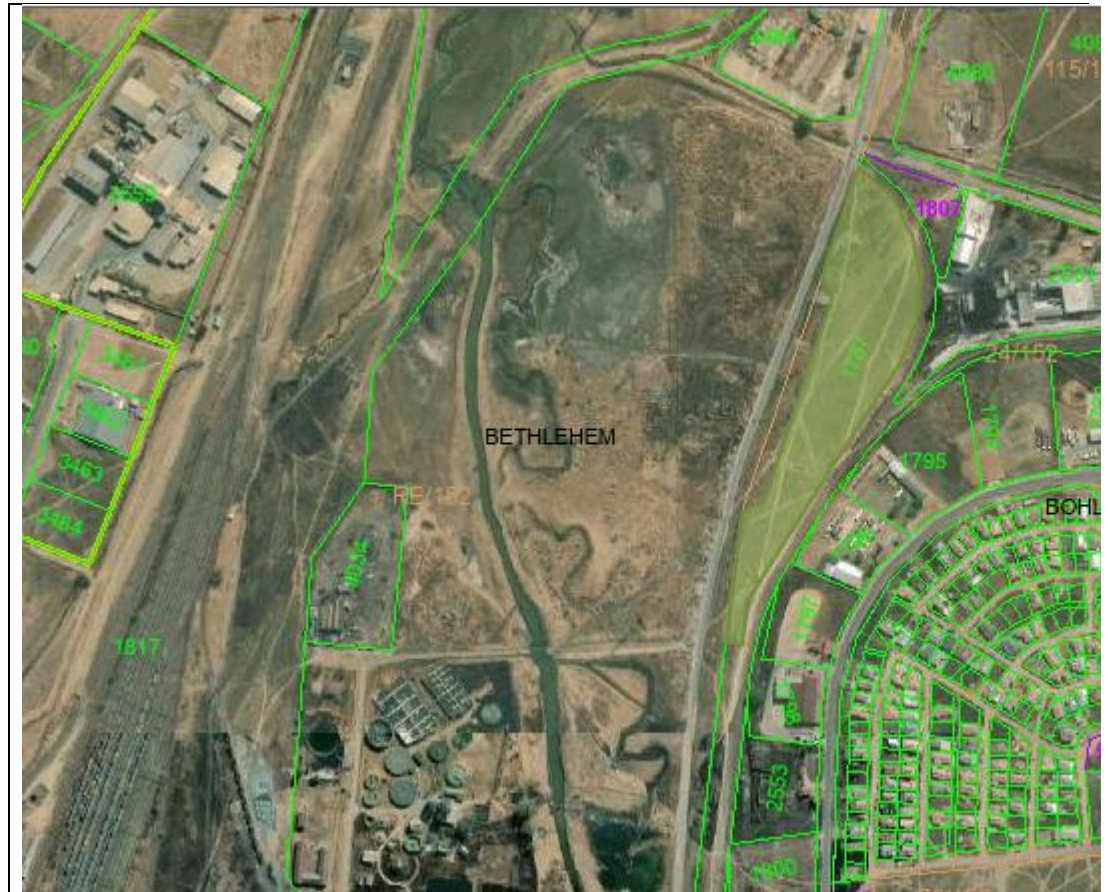
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SALE OF VARIOUS LAND PARCELS FOR BUSINESS DEVELOPMENT



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