

# BLUE CRANE ROUTE MUNICIPALITY



## DISPOSAL OF MUNICIPAL PROPERTIES

**T21/2026**

|                                     |                            |
|-------------------------------------|----------------------------|
| <b>CLOSING DATE 16 OCTOBER 2026</b> | <b>CLOSING TIME: 12:00</b> |
|-------------------------------------|----------------------------|

**NAME OF**

**BIDDER\***

**ADDRESS\***

**TEL NUMBER\***

**FAX NUMBER\***

**EMAIL ADDRESS\***

**(\* - TO BE COMPLETED BY BIDDER)**

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Prepared by:  
Blue Crane Route Municipality  
PO Box 21  
KwaNojoli (Somerset East)  
5850

## TENDER NO. 21/2026: DISPOSAL OF MUNICIPAL PROPERTIES

The Blue Crane Route Municipality hereby invite tenders for the:

### DISPOSAL OF MUNICIPAL PROPERTIES

Bids in a sealed envelope clearly marked "**BID NUMBER:T212026; Description: "Disposal of Municipal Properties**" must be placed in the **Bid Box at 67 Nojoli Street, Somerset East**. The closing date for submission is **16 October 2026 by no later than 12h00**; no late submission will be considered. Thereafter bids will be opened in public.

A set of tender documents can be downloaded on [www.bcrm.gov.za](http://www.bcrm.gov.za)

Bids will be evaluated on the **80/20 preferential points as follows; 80 points for bid price and 20 points for Specific goals.**

|    | HDI STATUS                         | 20 points allocation |
|----|------------------------------------|----------------------|
| a) | Race                               | 2                    |
| b) | Gender                             | 4                    |
| c) | Disability                         | 2                    |
| d) | Youth                              | 2                    |
|    | LOCALITY OF THE ENTERPRISE         |                      |
| e) | Within the BCRM                    | 4                    |
| f) | Within the Sarah Baartman District | 2                    |
| g) | Within the Eastern Cape            | 2                    |
| e) | In South Africa                    | 2                    |

For any technical enquiries, please contact Ms N Nkqoyi Tel: 0422436400 ext. 6459, email: [nikiwen@bcrm.gov.za](mailto:nikiwen@bcrm.gov.za) for any SCM related enquiries can be directed to Ms N.Makhalima @ [nozukom@bcrm.gov.za](mailto:nozukom@bcrm.gov.za) or Tel: 0422436441

#### **Bidders shall take note of the following Bid Conditions:**

1. Faxed, e-mailed or late Tenders will not be accepted.
2. Purchase offer to include Value Added Tax for bidders tendering as companies only.
3. Tenders will be evaluated in terms of price (80 points), specific goals and the ranking in terms of the most preferred erf.
4. The Blue Crane Route Municipality is not bound to accept the highest or any bid and reserves the right to accept any bid.
5. Bidders are to submit Certificate of Good Standing from their local municipality
6. Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive
7. Tenderers may bid for more than one erf but for residential erven, only ONE will be awarded per bidder. More than 1 plot may be awarded for Industrial Erven.
8. Individuals (Residential Plots) to submit certified copies of identity document (certification must not be older than 3 months. Certifying stamp and signatures MUST be original!
9. Companies (Industrial erven) must submit their CIPC Registration documents (if tendering as a company).

10. Church Constitution (for church erven).
11. Residential plots will only be awarded to individuals.
12. Bids which are late, incomplete, not completed in black ink, unsigned or submitted by facsimile or electronically will not be accepted

Mr Mzwandile Patrick Nini  
MUNICIPAL MANAGER  
Blue Crane Route Municipality  
P O Box 21  
KwaNojoli (Somerset East)  
**29 September 2026**

## **BLUE CRANE ROUTE MUNICIPALITY**

### **BIDS ARE HEREBY INVITED FOR THE FOLLOWING BID:**

- Tenders will be evaluated on price and preference (most preferred erf). 80 points, 20 points will be awarded for Specific Goals. Original Proof of Address signed ward councillor not older than 3 months must be submitted. Companies tendering for Industrial erven must submit their CIPC Registration documents for location verification.
- Only individuals may submit offers for residential erven.
- Bidders must rank their preferred erf (from 1 – 99 for erven they are interested in) in terms of preference where a score of 1 means the highest ranked, where a bidder only submit and offer for one erf, that will be regarded as their highest preference in terms of ranking, but when a bidder submit offers for more than one erf and no indication is made on terms of ranking their preferred erf, the municipality will use its own discretion.
- Where 2 or more tenderers score the same number of points, the tender will be allocated to the tenderer who ranked the erf his/her highest preference.
- If 2 or more bidders score the same number of points (100), and has the same ranked preference, the erf will be awarded by way of drawing lots.

**Mr Mzwandile Patrick Nini**  
**MUNICIPAL MANAGER**

## LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF THE BID DOCUMENT

|    |                                                            |
|----|------------------------------------------------------------|
| 1. | Certified copy of Identity Document(s)                     |
| 2. | Company registration documents (if tendering as a company) |
| 3. | Constitution (Churches)                                    |
| 4. | Pricing Schedule/Proposal                                  |
| 5. | MBD 3.1 Pricing Schedule                                   |
| 6. | MBD 7.3 Contract Form: Sale of Goods/Works                 |
| 7. | MBD 8: Declaration of Bidders Past SCM practices           |
| 8. | MBD 9: Certificate of Independent Bid Determination        |

## **BLUE CRANE ROUTE MUNICIPALITY**

### **TENDER 21/2026: DISPOSAL OF MUNICIPAL PROPERTIES**

#### **SCOPE**

Tenders are invited from interested parties for the sale of the mentioned properties.

#### **CONDITIONS OF TENDER**

- 1.1 The Municipality will not necessarily accept the highest or any bid.
- 1.2 The Municipality will notify the successful tenderer in writing.
- 1.3 The successful tenderer must within 90 (ninety) days after he/she has been given such notice, enter into a formal deed of sale with the Municipality.
- 1.4 The date on which the Municipality notifies the tenderer that the property has been awarded to him/her shall be the commencement date of the three to six months(90-180 days) during which formal deed of sale must be concluded.
- 1.5 Validity of this bid is 90 Days.

#### **2. GENERAL CONDITIONS OF SALE**

- 2.1 The purchase price / amount will be payable in full up on the signing of the contract form (MBD 7,3) by the Municipal Manager.
- 2.2 The tenderers attorneys will attend to the transfer of the property after the purchase price has been paid or properly guaranteed.
- 2.3 The purchaser is liable for all transfer and accompanying costs, including transfer duties which he/she must pay to the tenderers preferred transferring attorneys (as per 2.2 above) on demand.
- 2.4 Possession of the property will be given to the purchaser from the date of transfer, from which date it will be exclusively at the risk of the purchaser. The purchaser will be liable for all municipal rates and levies with regard to the property.
- 2.5 The Municipality is not liable for any defects, latent or patent, in or on the property. The size of the property as indicated is not guaranteed. The purchaser will be responsible for the removal of illegal structures/occupants that may have occupied the land.
- 2.6 The purchaser shall not have the right to sell the property or any portion thereof without the prior written consent of the Municipality before it has been transferred into his name.
- 2.7 Plans in respect of buildings to be erected on the property will be considered by the Municipality. The actual building of improvements on the property is however prohibited until the property is registered in the purchaser's name.
- 2.8 All properties are sold as "voetstoots".
- 2.9 The successful tenderer shall bare all registration costs associated with the property.
- 2.10 The successful tenderer will be responsible for all land use application changes/building plans and other related costs involved which may include subdivision, rezoning and registration.
- 2.11 The purchaser shall pay the normal tariffs to obtain a meter as well as the full fees to obtain a connection to services. Bulk infrastructure levies, Water, Sewer and electricity and stormwater will apply. The purchaser shall be responsible for all internal services infrastructure. (Electricity, Water, Sewer, Streets, Stormwater etc.) according to municipal standards (designs, supply and installations).

- 2.12 All costs incurred as a result of the moving of, or change of a private or municipal sewer, electrical network of water or Storm water system that is necessitated by this transaction shall be for the account of the purchaser.
- 2.13 In the event of the cancellation of the contract of sale and the retransfer of ownership of the property to the Municipality, the purchaser shall have no claim for compensation in respect of all or any improvements of whatsoever nature to the property, against the Municipality.
- 2.14 The purchaser unconditionally accepts the risk of completing the agreed development of the property within the prescribed period. (Deed of Sale to have this)
- 2.15 In the event of the cancellation of the contract of sale and retransfer of ownership of the property to the Municipality, the purchaser shall have no claim for damages against the Municipality.
- 2.16 In the event where the purchaser fails to take the required steps, BCRM reserves the right to take any reasonable steps to effect the cancellation of the sale.
- 2.17 Upon registration, that all demolishing and new building applications be submitted to the Town Planning unit for approval.
- 2.18 Only individuals may tender for residential erven.
- 2.19 For residential properties, **only ONE erf will be awarded to a tenderer, unless there are erven that had no offers made.**
- 2.20 Erven will be awarded based on compliance with requirements and purchase offers.

**Failure to fully completed tender documents will lead to disqualification from the bidding process.**

### **3. SPECIFIC CONDITIONS OF SALE**

Bidders must rank their preferred erf (from 1 – 99 for erven they are interested in) in terms of preference where a score of 1 means the highest ranked, where a bidder only submit and offer for one erf, that will be regarded as their highest preference in terms of ranking, but when a bidder submit offers for more than one erf and no indication is made on terms of ranking their preferred erf, the municipality will use its own discretion.

# **THE NATIONAL TREASURY: REPUBLIC OF SOUTH AFRICA**

## **GOVERNMENT PROCUREMENT:**

### **GENERAL CONDITIONS OF CONTRACT**

**JULY 2010**

#### **TABLE OF CLAUSES**

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Definitions:

1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
2. Application:
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

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

4. Standards:

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights:

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses:
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents:

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

11. Insurance:

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation:

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

13. Incidental services:

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

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

19. Assignment:

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts:

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance:

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such

goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-Dumping and Counter-Vailing duties and rights:

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

25. Force Majeure:

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency:

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

27. Settlement of disputes:

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

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

30. Applicable law:

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices:

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties:

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**MBD 3.1 PRICING SCHEDULE  
TENDER NUMBER: T21/2026  
DISPOSAL OF MUNICIPAL PROPERTIES**

**BLUE CRANE - RESIDENTIAL**

| <b>TOWN</b> | <b>ERVEN<br/>DETAILS</b> | <b>EXTENT<br/>(m<sup>2</sup>)</b> | <b>OWNER</b>                        | <b>MARKET<br/>VALUE</b> | <b>POTENTIAL<br/>USE</b> | <b>PURCHASE<br/>PRICE</b> | <b>Preference<br/>(1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup><br/>etc.)</b> |
|-------------|--------------------------|-----------------------------------|-------------------------------------|-------------------------|--------------------------|---------------------------|---------------------------------------------------------------------------------|
| Aeroville   | 1857                     | 613.89                            | Blue Crane<br>Route<br>Municipality | <b>R 5,500</b>          | Residential<br>Zone      |                           |                                                                                 |
| Aeroville   | 1868                     | 1037.54                           | Blue Crane<br>Route<br>Municipality | <b>R 7,000</b>          | Residential<br>Zone      |                           |                                                                                 |
| Aeroville   | 1871                     | 748.39                            | Blue Crane<br>Route<br>Municipality | <b>R 6,000</b>          | Residential<br>Zone      |                           |                                                                                 |
| Aeroville   | 1873                     | 752.15                            | Blue Crane<br>Route<br>Municipality | <b>R 6,000</b>          | Residential<br>Zone      |                           |                                                                                 |
| Aeroville   | 1882                     | 512.48                            | Blue Crane<br>Route<br>Municipality | <b>R 4,500</b>          | Residential<br>Zone      |                           |                                                                                 |
| Aeroville   | 1883                     | 656.75                            | Blue Crane<br>Route<br>Municipality | <b>R 5,500</b>          | Residential<br>Zone      |                           |                                                                                 |
| Aeroville   | 1890                     | 807.57                            | Blue Crane<br>Route<br>Municipality | <b>R 6,000</b>          | Residential<br>Zone      |                           |                                                                                 |
| Aeroville   | 1892                     | 752.98                            | Blue Crane<br>Route<br>Municipality | <b>R 6,000</b>          | Residential<br>Zone      |                           |                                                                                 |
| Aeroville   | 1946                     | 690.84                            | Blue Crane<br>Route<br>Municipality | <b>R 5,500</b>          | Residential<br>Zone      |                           |                                                                                 |

|                    |      |         |                               |                          |                  |  |  |
|--------------------|------|---------|-------------------------------|--------------------------|------------------|--|--|
| Aeroville          | 1952 | 800.58  | Blue Crane Route Municipality | <b>R 6,000</b>           | Residential Zone |  |  |
| Aeroville          | 2093 | 327.22  | Blue Crane Route Municipality | <b>R 4,000</b>           | Business Zone    |  |  |
| Aeroville          | 5832 | 513.18  | Blue Crane Route Municipality | <b>R 4,500</b>           | Business Zone    |  |  |
| Aeroville          | 5845 | 270.63  | Blue Crane Route Municipality | <b>R 3,500</b>           | Business Zone    |  |  |
| Aeroville          | 6026 | 1783.80 | Blue Crane Route Municipality | <b>R 8,000</b>           | Business Zone    |  |  |
| Aeroville (church) | 2090 | 2771.92 | Blue Crane Route Municipality | <b>R 9,000</b>           | Community Zone   |  |  |
| Aeroville (church) | 5451 | 1436.05 | Blue Crane Route Municipality | <b>R 1 200 000</b>       | Community Zone   |  |  |
| Aeroville - church | 5894 | 1571.50 | Blue Crane Route Municipality | <b>R 7,500</b>           | Community Zone   |  |  |
| Aeroville-church   | 5932 | 1350.09 | Blue Crane Route Municipality | <b>R 7,000</b>           | Community Zone   |  |  |
| Aeroville          | 5514 | 2969.75 | Blue Crane Route Municipality | <b>R 9,000</b>           | Community Zone   |  |  |
| Aeroville          | 2066 | 478.12  | Blue Crane Route Municipality | <b>R 4,500</b>           | Residential Zone |  |  |
| KwaNojoli (Mnandi) | 3883 | 3677.65 | Blue Crane Route Municipality | <b>Transfer R526,500</b> | Community Zone   |  |  |
| KwaNojoli (Mnandi) | 6141 | 290.74  | Blue Crane Route Municipality | <b>R 3,500</b>           | Residential Zone |  |  |

|                         |      |         |                                     |                               |                     |  |  |
|-------------------------|------|---------|-------------------------------------|-------------------------------|---------------------|--|--|
| KwaNojoli<br>(Westview) | 2407 | 2473.84 | Blue Crane<br>Route<br>Municipality | <b>Transfer<br/>R 158,500</b> | Community<br>Zone   |  |  |
| KwaNojoli<br>(Mnandi)   | 4826 | 643.62  | Blue Crane<br>Route<br>Municipality | <b>R 5,500</b>                | Business<br>Zone    |  |  |
| KwaNojoli<br>(Mnandi)   | 3654 | 409.12  | Blue Crane<br>Route<br>Municipality | <b>R 50,500</b>               | Residential<br>Zone |  |  |
| KwaNojoli<br>(Mnandi)   | 3655 | 624.36  | Blue Crane<br>Route<br>Municipality | <b>R 52,000</b>               | Residential<br>Zone |  |  |
| KwaNojoli<br>(Mnandi)   | 4821 | 1130.87 | Blue Crane<br>Route<br>Municipality | <b>R 4,500</b>                | Business<br>Zone    |  |  |
| KwaNojoli<br>(Westview) | 2343 | 367.82  | Blue Crane<br>Route<br>Municipality | <b>R 4,000</b>                | Residential<br>Zone |  |  |
| KwaNojoli<br>(Westview) | 2344 | 367.82  | Blue Crane<br>Route<br>Municipality | <b>R 4,500</b>                | Residential<br>Zone |  |  |
| KwaNojoli               | 1461 | 701.57  | Blue Crane<br>Route<br>Municipality | <b>R 54, 500</b>              | Residential<br>Zone |  |  |
| KwaNojoli               | 222  | 510.25  | Blue Crane<br>Route<br>Municipality | <b>R 46,000</b>               | Residential<br>Zone |  |  |
| KwaNojoli               | 2234 | 599.02  | Blue Crane<br>Route<br>Municipality | <b>R 51,500</b>               | Residential<br>Zone |  |  |



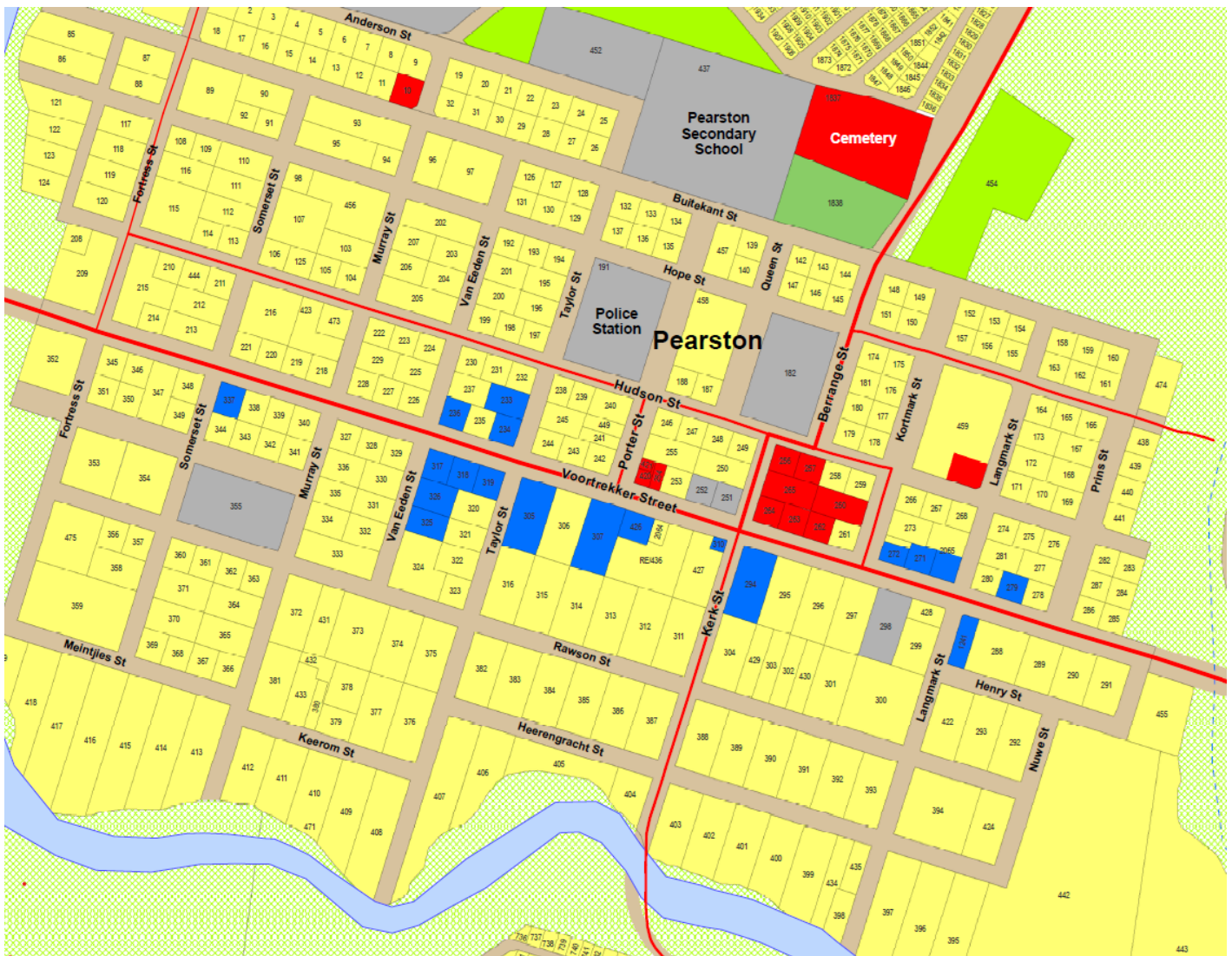


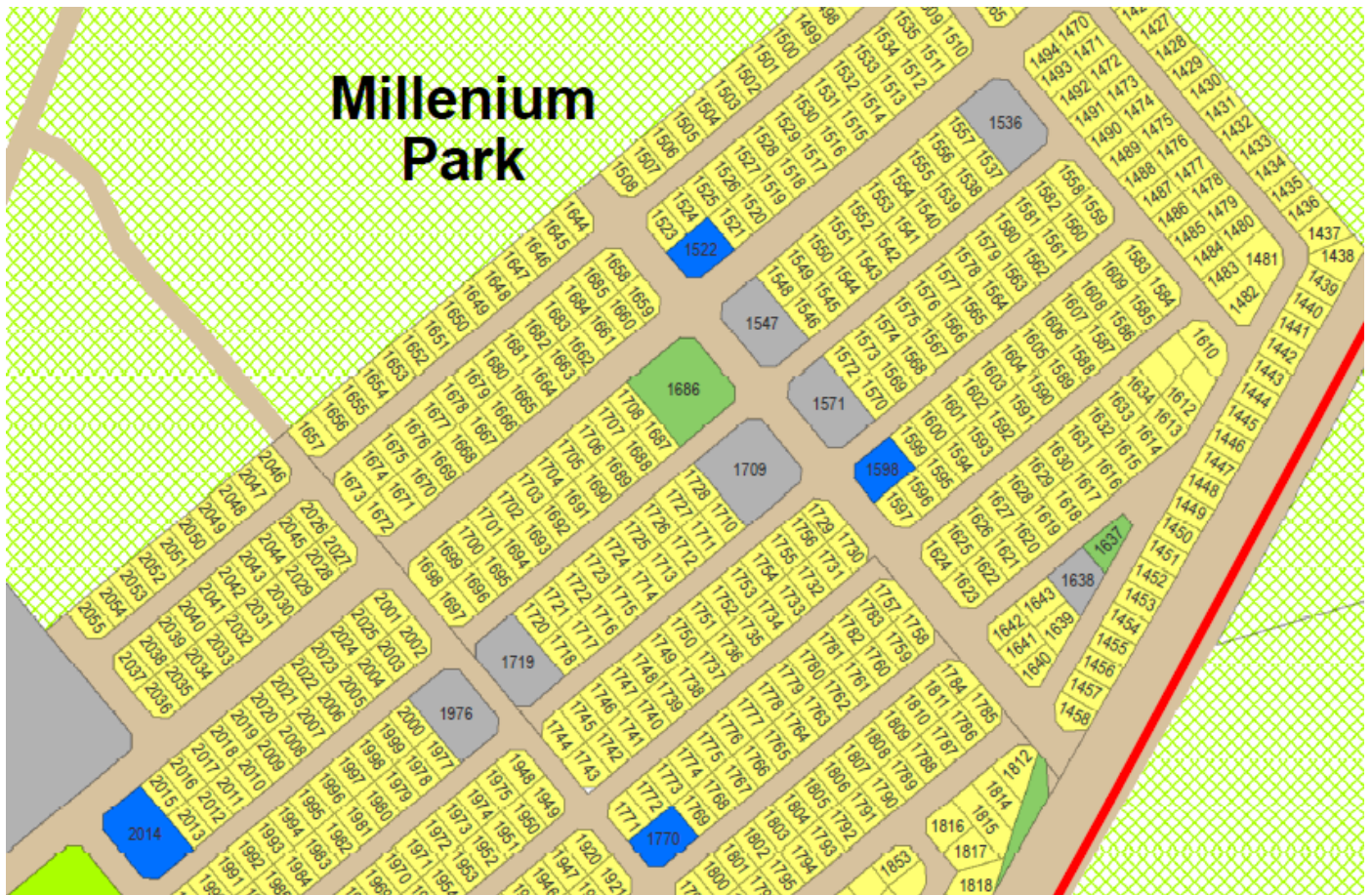
| TOWN     | ERVEN DETAILS | EXTENT  | OWNER                         | SUGGESTED VALUE | POTENTIAL USE      | PURCHASE PRICE | Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> etc.) |
|----------|---------------|---------|-------------------------------|-----------------|--------------------|----------------|-----------------------------------------------------------------------|
| Pearston | 20            | 955.76  | Blue Crane Route Municipality | <b>R 22,000</b> | Residential Zone 1 |                |                                                                       |
| Pearston | 29            | 824.75  | Blue Crane Route Municipality | <b>R 22,000</b> | Residential Zone 1 |                |                                                                       |
| Pearston | 195           | 1211.17 | Blue Crane Route Municipality | <b>R 26,000</b> | Residential Zone 1 |                |                                                                       |
| Pearston | 388           | 2840.52 | Blue Crane Route Municipality | <b>R 42,500</b> | Residential Zone 1 |                |                                                                       |

|          |     |         |                               |                  |                    |  |  |
|----------|-----|---------|-------------------------------|------------------|--------------------|--|--|
| Pearston | 390 | 2841.65 | Blue Crane Route Municipality | <b>R 32,000</b>  | Residential Zone 1 |  |  |
| Pearston | 375 | 2803.49 | Blue Crane Route Municipality | <b>R 31,500</b>  | Residential Zone 1 |  |  |
| Pearston | 376 | 2923.72 | Blue Crane Route Municipality | <b>R 31, 500</b> | Residential Zone 1 |  |  |
| Pearston | 378 | 1753.87 | Blue Crane Route Municipality | <b>R 18,500</b>  | Residential Zone 1 |  |  |
| Pearston | 422 | 2840.42 | Blue Crane Route Municipality | <b>R 31,500</b>  | Residential Zone 1 |  |  |
| Pearston | 293 | 2840.42 | Blue Crane Route Municipality | <b>R 31,500</b>  | Residential Zone 1 |  |  |
| Pearston | 394 | 5672.24 | Blue Crane Route Municipality | <b>R 44, 500</b> | Residential Zone 1 |  |  |
| Pearston | 424 | 2815.37 | Blue Crane Route Municipality | <b>R 31,500</b>  | Residential Zone 1 |  |  |
| Pearston | 397 | 4882.72 | Blue Crane Route Municipality | <b>R 39,500</b>  | Residential Zone 1 |  |  |
| Pearston | 396 | 4882.72 | Blue Crane Route Municipality | <b>R 42,000</b>  | Residential Zone 1 |  |  |
| Pearston | 395 | 5385.73 | Blue Crane Route Municipality | <b>R 42,500</b>  | Residential Zone 1 |  |  |
| Pearston | 413 | 4447.37 | Blue Crane Route Municipality | <b>R 34,500</b>  | Residential Zone 1 |  |  |
| Pearston | 414 | 5092.16 | Blue Crane Route Municipality | <b>R 40,500</b>  | Residential Zone 1 |  |  |

|          |     |         |                               |                  |                    |  |  |
|----------|-----|---------|-------------------------------|------------------|--------------------|--|--|
| Pearston | 415 | 5574.53 | Blue Crane Route Municipality | <b>R 44,500</b>  | Residential Zone 1 |  |  |
| Pearston | 416 | 6157.81 | Blue Crane Route Municipality | <b>R 47,000</b>  | Residential Zone 1 |  |  |
| Pearston | 417 | 6051.08 | Blue Crane Route Municipality | <b>R 46,000</b>  | Residential Zone 1 |  |  |
| Pearston | 418 | 4277.14 | Blue Crane Route Municipality | <b>R40,000</b>   | Residential Zone 1 |  |  |
| Pearston | 352 | 3570.50 | Blue Crane Route Municipality | <b>R42,500</b>   | Residential Zone 1 |  |  |
| Pearston | 311 | 2934.83 | Blue Crane Route Municipality | <b>R 115,000</b> | Residential Zone 1 |  |  |
| Pearston | 284 | 798.00  | Blue Crane Route Municipality | <b>R 22,000</b>  | Residential Zone 1 |  |  |
| Pearston | 428 | 801.44  | Blue Crane Route Municipality | <b>R 21,000</b>  | Residential Zone 1 |  |  |
| Pearston | 488 | 565.26  | Blue Crane Route Municipality | <b>R 6,500</b>   | Residential Zone 1 |  |  |
| Pearston | 483 | 596.92  | Blue Crane Route Municipality | <b>R 6,500</b>   | Residential Zone 1 |  |  |
| Pearston | 487 | 595.76  | Blue Crane Route Municipality | <b>R 6,500</b>   | Residential Zone 1 |  |  |
| Pearston | 486 | 596.62  | Blue Crane Route Municipality | <b>R 6,500</b>   | Residential Zone 1 |  |  |
| Pearston | 485 | 594.73  | Blue Crane Route Municipality | <b>R 6,500</b>   | Residential Zone 1 |  |  |

|                           |      |         |                               |                 |                    |  |  |
|---------------------------|------|---------|-------------------------------|-----------------|--------------------|--|--|
| Pearston                  | 484  | 593.40  | Blue Crane Route Municipality | <b>R 6,500</b>  | Residential Zone 1 |  |  |
| Pearston                  | 446  | 1038.07 | Blue Crane Route Municipality | <b>R 11,500</b> | Residential Zone 1 |  |  |
| Pearston (Millenium Park) | 1536 | 1074.57 | Blue Crane Route Municipality | <b>R 12,000</b> | Residential Zone 1 |  |  |
| Pearston (Millenium Park) | 2014 | 1074.85 | Blue Crane Route Municipality | <b>R 12,000</b> | Residential Zone 1 |  |  |
| Pearston (Nelsig)         | 462  | 515.81  | Blue Crane Route Municipality | <b>R 6,000</b>  | Residential Zone 1 |  |  |





| <b>TOWN</b>                     | <b>ERVEN<br/>DETAILS</b> | <b>EXTENT</b> | <b>OWNER</b>                        | <b>SUGGESTED<br/>VALUE</b> | <b>POTENTIAL<br/>USE</b> | <b>PURCHASE<br/>PRICE</b> | <b>Preferenc<br/>e (1<sup>st</sup>, 2<sup>nd</sup>,<br/>3<sup>rd</sup> etc.)</b> |
|---------------------------------|--------------------------|---------------|-------------------------------------|----------------------------|--------------------------|---------------------------|----------------------------------------------------------------------------------|
| Cookhouse<br>(Cradock<br>Place) | 55                       | 329.20        | Blue Crane<br>Route<br>Municipality | <b>R 4,000</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 56                       | 298.53        | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 57                       | 356.50        | Blue Crane<br>Route<br>Municipality | <b>R 4,000</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 58                       | 128.45        | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 59                       | 178.27        | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 60                       | 167.39        | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 61                       | 161.39        | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 62                       | 306.53        | Blue Crane<br>Route<br>Municipality | <b>R 4,000</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 63                       | 246.05        | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 64                       | 313.55        | Blue Crane<br>Route<br>Municipality | <b>R 4,000</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 65                       | 476.25        | Blue Crane<br>Route<br>Municipality | <b>R 15,500</b>            | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 66                       | 193.16        | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 67                       | 146.05        | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>             | Business<br>Zone 1       |                           |                                                                                  |
| Cookhouse<br>(Cradock<br>Place) | 68                       | 116.26        | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>             | Business<br>Zone 1       |                           |                                                                                  |

|                              |    |        |                                     |                 |                       |  |
|------------------------------|----|--------|-------------------------------------|-----------------|-----------------------|--|
| Cookhouse<br>(Cradock Place) | 69 | 116.26 | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>  | Business<br>Zone 1    |  |
| Cookhouse<br>(Cradock Place) | 70 | 116.70 | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>  | Business<br>Zone 1    |  |
| Cookhouse<br>(Cradock Place) | 71 | 214.36 | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>  | Business<br>Zone 1    |  |
| Cookhouse<br>(Cradock Place) | 72 | 170.82 | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>  | Business<br>Zone 1    |  |
| Cookhouse<br>(Cradock Place) | 73 | 153.71 | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>  | Business<br>Zone 1    |  |
| Cookhouse<br>(Cradock Place) | 74 | 259.46 | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>  | Business<br>Zone 1    |  |
| Cookhouse<br>(Cradock Place) | 75 | 259.61 | Blue Crane<br>Route<br>Municipality | <b>R 3,500</b>  | Business<br>Zone 1    |  |
| Cookhouse<br>(Cradock Place) | 10 | 759.37 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock Place) | 11 | 756.93 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock Place) | 12 | 582.24 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock Place) | 13 | 632.82 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock Place) | 24 | 779.50 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock Place) | 25 | 760.04 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock Place) | 26 | 736.77 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock Place) | 27 | 714.89 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |

|                                 |    |        |                                     |                 |                       |  |
|---------------------------------|----|--------|-------------------------------------|-----------------|-----------------------|--|
| Cookhouse<br>(Cradock<br>Place) | 28 | 755.45 | Blue Crane<br>Route<br>Municipality | <b>R 22,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 29 | 903.69 | Blue Crane<br>Route<br>Municipality | <b>R 22,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 30 | 718.06 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 31 | 724.33 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 32 | 776.62 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 33 | 733.28 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 34 | 697.68 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 43 | 691.32 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 44 | 776.48 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 45 | 887.21 | Blue Crane<br>Route<br>Municipality | <b>R 22,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 46 | 776.38 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 47 | 797.78 | Blue Crane<br>Route<br>Municipality | <b>R 22,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 48 | 684.49 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>Place) | 49 | 720.41 | Blue Crane<br>Route<br>Municipality | <b>R 20,000</b> | Residential<br>Zone 1 |  |
| Cookhouse<br>(Cradock<br>plane) | 65 | 476.25 | Blue Crane<br>Route<br>Municipality | <b>R 15,500</b> | Business<br>Zone 1    |  |

|                                 |     |        |                                     |          |                         |  |
|---------------------------------|-----|--------|-------------------------------------|----------|-------------------------|--|
| Cookhouse<br>(Cradock<br>plane) | 57  | 356.50 | Blue Crane<br>Route<br>Municipality | R 4,000  | Business<br>Zone 1      |  |
| Cookhouse<br>(Cradock<br>plane) | 75  | 259.61 | Blue Crane<br>Route<br>Municipality | R 3,500  | Business<br>Zone 1      |  |
| Cookhouse                       | 260 | 990.20 | Blue Crane<br>Route<br>Municipality | R 44,000 | Institutional<br>Zone 1 |  |
| Cookhouse                       | 18  | 355.78 | Blue Crane<br>Route<br>Municipality | R 4,000  | Residential<br>Zone 1   |  |
| Cookhouse                       | 223 | 312.09 | Blue Crane<br>Route<br>Municipality | R 4,000  | Residential<br>Zone 1   |  |





**NB: TENDERERS MAY BID FOR MORE THAN ONE ERF, BUT FOR RESIDENTIAL ERVEN, ONLY ONE ERF WILL BE AWARDED TO A TENDERER.**

Name of Tenderer: \_\_\_\_\_  
\_\_\_\_\_

Signature of Tenderer: \_\_\_\_\_

Date : \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email \_\_\_\_\_

## SECTION 4.1 MBD4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in 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, shareholder<sup>2</sup>): .....
  - 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 so, furnish particulars. ....

\* MSCM .....

Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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

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

- 3.9 Have you been in the service of the state for the past twelve months?

**YES / NO**

\_\_\_\_\_

3.9.1 If so, 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 so, .....  
furnish the following particulars:

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

3.11.1

I  
f so, .....  
furnish particulars

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

3.12.1 If

so, .....  
furnish particulars.

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

3.13.1 If so, 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 | Income Tax Number |
|-----------|-----------------|-----------------------|-------------------|
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |
|           |                 |                       |                   |

#### DECLARATION

I, THE UNDERSIGNED  
(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of bidder

**MBD 6.1**

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

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

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

---

### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|                               | POINTS     |
|-------------------------------|------------|
| PRICE                         | 80         |
| SPECIFIC GOALS                | 20         |
| <b>Total points for Price</b> | <b>100</b> |

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

- ## 2. DEFINITIONS

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

### 3.1.1. POINTS AWARDED FOR PRICE

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

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### DECLARATION WITH REGARD TO COMPANY/FIRM

- 3.2. Name \_\_\_\_\_ of \_\_\_\_\_

company/firm/Individual.....

3.3. Identitynumber/Companyregistrationnumber:

.....

3.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

3.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

| 3. Specific Goals | Number of points<br>(80/20 system) |
|-------------------|------------------------------------|
|-------------------|------------------------------------|

|                                       |   |
|---------------------------------------|---|
| HDI - Race                            |   |
| HDI – Gender                          |   |
| HDI – Disability                      |   |
| HDI - Youth                           |   |
| HDI- Within BCRM                      |   |
| HDI- Within Sara<br>Baartman District |   |
| HDI-Within the Eastern<br>Cape        |   |
| HDI- in South Africa                  |   |
| Non-compliant                         | 0 |

|                                                        |       |
|--------------------------------------------------------|-------|
| <p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p> |       |
| <b>SURNAME AND NAME:</b>                               | ..... |
| <b>DATE:</b>                                           | ..... |
| <b>ADDRESS:</b>                                        | ..... |
|                                                        | ..... |
|                                                        | ..... |

## CONTRACT FORM - SALE OF GOODS/WORKS

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

### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from Blue Crane Route Local Municipality in accordance with the requirements stipulated in T21/2026 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - MBD 6.1, Preference Points System.
    - Declaration of Bidder's past SCM practices;
    - Certificate of independent bid determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. ....

DATE: .....

## CONTRACT FORM - SALE OF GOODS/WORKS

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

1. I MZ Nini in my capacity as Municipal Manager accept your bid under reference number 21/2026 for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

| <b>ITEM<br/>NO.</b> | <b>DESCRIPTION</b> | <b>PRICE (ALL<br/>APPLICABLE<br/>TAXES<br/>INCLUDED)</b> |  |  |
|---------------------|--------------------|----------------------------------------------------------|--|--|
|                     |                    |                                                          |  |  |

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

|  |
|--|
|  |
|--|

WITNESSES

1. ....

2. ....

## 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   | <p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | <p>Yes</p> <p><input type="checkbox"/></p> | <p>No</p> <p><input type="checkbox"/></p> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                            |                                           |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>                                                                                                                                                                                                                                                                                | <p>Yes</p> <p><input type="checkbox"/></p> | <p>No</p> <p><input type="checkbox"/></p> |

|             |                                                                                                                                                                                                                                      |                                 |                                |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.2.1       | If so, furnish particulars:                                                                                                                                                                                                          |                                 |                                |
| 4.3         | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                               | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1       | If so, furnish particulars:                                                                                                                                                                                                          |                                 |                                |
| <b>Item</b> | <b>Question</b>                                                                                                                                                                                                                      | <b>Yes</b>                      | <b>No</b>                      |
| 4.4         | Is 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:                                                                                                                                                                                                          |                                 |                                |

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

## **TENDER 21/2026: DISPOSAL OF MUNICIPAL PROPERTIES**

in response to the invitation for the bid made by:

---

(Name of Municipality)

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 consortium<sup>3</sup> 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.

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

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