

# GREATER TZANEEN MUNICIPALITY



## SUPPLY CHAIN MANAGEMENT UNIT

BID DESCRIPTION: ALIENATION OF GREATER TZANEEN MUNICIPALITY LAND AT NKOWANKOWA-A

BID NO: SCMU 07/2021

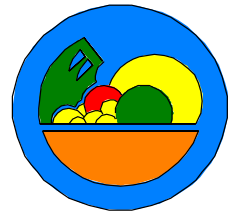
BID AMOUNT: .....  
..... VAT incl.

CLOSING DATE: 28 MAY 2021 @ 12H00

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**PART A: MBD1**  
**GREATER TZANEEN MUNICIPALITY**  
**GROTER TZANEEN MUNISIPALITEIT**  
**MASIPALA WA TZANEEN**  
**MASEPALA WA TZANEEN**



**SUPPLY CHAIN MANAGEMENT UNIT**  
**DEPARTMENT: PLANNING AND ECONOMIC DEVELOPMENT**

**BID DESCRIPTION: ALIENATION OF THE STANDS/ERVEN OWNED BY GREATER TZANEEN MUNICIPALITY**

**BID NO: SCMU 07/2021**

Greater Tzaneen Municipality hereby invites bidders for the alienation of the following stands/Erven owned by Greater Tzaneen Municipality. The sites, size and descriptions are detailed in the specification. Bid documents are obtainable only at Greater Tzaneen Municipality website, [www.greatertzaneen.gov.za](http://www.greatertzaneen.gov.za) (No bid document will be sold at the municipality).

Completed bid documents with attachments must be in sealed envelopes and must be deposited into the bid box of Greater Tzaneen Municipality, Tzaneen Civic Centre, Agatha Street marked as a **Bid NO SCMU 07/2021'' Alienation of Greater Tzaneen Municipality Land''**

Site inspection will be held on the 18 May 2021 @ 10h00 at Nkowankowa A (Theba Building). Closing Date: 28 May 2021 at 12h00 @ Greater Tzaneen Municipality Council Chambers.

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS**

- Greater Tzaneen Municipality Supply Chain Management Policy will apply;
- Council will consider the highest bidder
- Preference will be given to the first time buyer
- Not more than two sites per person
- Disability; Youth and women headed families are eligible to apply
- Preference will be given to Military veterans (must submit force number)
- The price will exclude transfer cost,
- The bidders will submit a plan before starting with the building
- Successful Bidders must follow National Building Regulations(NBR) and NHBRC regulation;
- Successful Bidders will sign deed of sales with the municipality within 30 days;
- Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid;
- Council reserves the right to negotiate further conditions and requirements with the successful Bidder;
- Council reserves the right not to appoint;
- Council will appoint the Conveyancer to transfer all the properties (sites) purchased by the bidders at the cost of the bidder.
- A successful bidder will have to start with the construction once the property is transferred into his or

her name.

- Bidders will be given 60 days' payment period;
- Water, sewer and electricity connection will be the cost of the buyer
- The successful bidder will be given 24 months to build once the property is transferred into his or her names if not the property will revert back to Council.
- Bids which are late, incomplete, unsigned, faxed or emailed will not be accepted.

**That the Land be sold "VOET-STOOTS" in its presents conditions.**

**Enquiries regarding property should be directed to Mr. H. Phakula @ 015 307 8008 or Mr. Wiseman Mabunda @ 015 307 8106 and Enquiries regarding bid documents should be directed to Ms. M. Mpyana @ 015 307 8091**

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**Mr. B.S. Matlala**  
**Municipal Manager**  
**Greater Tzaneen Municipality**

PART B.1  
FORM OF BID

**BID FOR CONTRACT NUMBER SCMU 07/2021**

I/We, the undersigned:

**BID AMOUNT IS STATED ON PRICING SCHEDULE (VAT INCLUSIVE) AND;**

- a) Bid to purchase the site/ Erf of the Greater Tzaneen Municipality’s alienation of land/ site described in both Specification and Scheduled of this contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding assets transfer;
- c) Further agree to be bound by those conditions, set out in Part B, C, D, E, F, and MBD Forms of this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Greater Tzaneen Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “F” and completed the Preference Points claim Forms attached in MBD forms
- f) Declare that, the relevant authorised person thereto will initial each page of the bid document and amendment.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at .....this ..... Day of .....20.....

**Name of bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>Bidder name</b> _____	_____	____/____/____
	<b>Signature</b>	<b>Date</b>

**As Witness:**

<b>1. NAME</b> _____	_____	____/____/____
	<b>Signature</b>	<b>Date</b>

<b>2. NAME</b> _____	_____	____/____/____
	<b>Signature</b>	<b>Date</b>

**PART B. 2  
BIDDING INFORMATION**

Details of authorised person responsible for bidding process

Name \_\_\_\_\_

ID no: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Cell phone: \_\_\_\_\_ Telephone \_\_\_\_\_ Fax no \_\_\_\_\_

Physical Address: \_\_\_\_\_

Posta address: \_\_\_\_\_

_____	_____	____/____/____
Name of bidder	Signature	Date

As witness:

1. NAME _____	_____	____/____/____
	Signature	Date

2. NAME _____	_____	____/____/____
	Signature	Date

Please Note:

The prices at which bids are prepared to purchase site must be placed on the column on the Form provided for that purpose.

**Failure on the part of the Bidder to sign the Form of Bid and initial each page of the bid document will result in a bid being disqualified.**

Bidders must sign this Form of Bid as well as **PART "F,"** attached to this bid document and on acceptance of a bid by the Greater Tzaneen Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties. Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.

Bank account details of Bidder:

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

Type of Account: \_\_\_\_\_



\_\_\_\_\_  
Signature: On behalf of the bank

**PART B. 3**  
**ASSETS TRANSFER INFORMATION**

Details of legal firm responsible for transfer process

Name of firm: \_\_\_\_\_

Physical Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail address: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax no: \_\_\_\_\_

**AUTHORITY FOR ISSUING DEED OF SALE (ASSETS TRANSFER)**

Signatories for natural person shall confirm their legal firm authority to conclude assets transfers by attaching to this form a duly signed and dated copy of the relevant agreement with legal representative as the case may be.

An example for natural person authorising legal firm is shown below:

“By agreement (s) passed on \_\_\_\_/\_\_\_\_/20\_\_\_\_ Mr/Mrs. \_\_\_\_\_

Representative of legal firm: \_\_\_\_\_

Has been duly authorized to conclude assets transfers in connection with the bid for

Contract: \_\_\_\_\_ **bid No:** \_\_\_\_\_ And any  
 Contract, which may arise there from on signed on behalf of bidder:

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

Signature of bidder

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

Signature of legal firm

As witness:

1. **NAME** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature**

2. **NAME** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature**

## PART C GENERAL UNDERTAKINGS BY THE BIDDER

### 1.1 Definitions

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Greater Tzaneen Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Accounting Officer or Municipal Manager of the Municipality.
- 1.1.4 **“Committee”** refers to the Bid Adjudication Committee.
- 1.1.5 **“Council”** refers to Greater Tzaneen Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 **“Member”** means a member of the Bid Adjudication Committee.
- 1.1.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen-
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or
  - (ii) Who is a female; and/ or
  - (iii) Who has a disability?
- 1.1.10 **“Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.11 **“SMMEs”** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
- 1.1.12 **“Contract”** refers to legally binding agreement between Greater Tzaneen Municipality and the service provider.
- 1.1.13 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
- 1.1.14 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.



1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.

1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.

## **1.2 INTERPRETATION:**

1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -

1.2.2 An expression which denotes: -

1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;

1.2.4 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

## **1.3 I/we hereby Bid:**

1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or MBD(s) to the Greater Tzaneen Municipality.

1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.1 I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Greater Tzaneen Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, scheduled (s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted, notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Greater Tzaneen Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality;

2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

2.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

2.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Greater Tzaneen Municipality legal costs on an attorney and own client;

2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.

2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk

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

I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the attached documents.

**If your answer here is yes, please state the names(s) of the other Bid (s) involved.....**  
.....

## **PART D GENERAL CONDITIONS OF CONTRACT**



### **THE NATIONAL TREASURY Republic of South Africa**

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#### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT July 2010**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders;  
and
  - (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
  - Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practice

## 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 supplies 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 supplies 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 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. APPLICATION**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. GENERAL**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### **4. STANDARDS**

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

### **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.**

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

### **6. PATENT RIGHTS**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### **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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the



supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. DELIVERY AND DOCUMENTS**

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

## **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 in the SCC.

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

- (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 supplier for similar services.

#### **14. SPARE PARTS**

- 14.1 As specified in SCC, 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 those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for

eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made 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 in SCC.

## **17. PRICES**

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

## **18. CONTRACT AMENDMENTS**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 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
- 21.2 Without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. PENALTIES**

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

### **23. TERMINATION FOR DEFAULT**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier?
- 23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 COUNTERVAILING DUTIES AND RIGHTS**

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

#### **25. FORCE MAJEURE**

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

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

#### **26. TERMINATION FOR INSOLVENCY**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. SETTLEMENT OF DISPUTES**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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 the supplier.

## **28. LIMITATION OF LIABILITY**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (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 in SCC.

### **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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34. PROHIBITION OF RESTRICTIVE PRACTICES**

34.1 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 (or bid rigging).

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



**THE NATIONAL TREASURY**  
**Republic of South Africa**

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**GOVERNMENT PROCUREMENT:**  
**GENERAL CONDITIONS OF CONTRACT July 2010**

## **PART E GENERAL PROCEDURES**

### **1. General Directives**

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

### **2. Process for competitive bidding**

Following are procedures for a competitive bidding process for each of the following stages:

#### **2.1 Compilation of bidding documentation**

- (a) Take into account –
  - The general conditions of contract;
  - Any Treasury guidelines on bid documentation; and
  - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
- (b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.
- (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4

(d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –
    - \* For the past three years; or
    - \* Since their establishment if establishment during the past three years
  - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
  - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such
    - contract
  - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
- (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

## 2.2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation. The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder. No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax. Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. Line function staff should be allowed to communicate with potential bidders without the approval by the Accounting Officer: Chief Financial Officer: Supply Chain Management Unit. The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial

Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

### 2.3 Payment of bid documents

No bid document will be sold at the municipality. Bid documents are obtainable on e-tender website only: [www.etenders.gov.za](http://www.etenders.gov.za).

### 2.4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

- (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be in sealed envelope.
- (v) The following information must appear in any advertisement:
  - \* Bid number,
  - \* Description of the requirements
  - \* The place where the bid documents can be obtained
  - \* The place where the bid documents can be obtained
  - \* The date, time and venue where site inspection/briefing session will be (if applicable);
  - \* Closing date and time;
  - \* The fee applicable that must be paid before the bid documents Will be issued; and
  - \* The name and telephone numbers of the contact person for any enquiries.

### 2.5 Site meetings and briefing sessions

A fully explanatory site inspection and briefing session will be conducted on **18<sup>th</sup> May 2021 at 10h00** to ensure that the bidders understand the scope of the alienation of sites and that they can comply with the conditions and requirements. It is a condition that prospective bidders attend a site inspection and non-

attendance should invalidate a bid, where a site inspection/briefing session is applicable.

## 2.6 Handling of bids submitted in response to public invitation

### (a) Closing of bids

All bids will close on **28<sup>th</sup> May at 12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by an explanation.

### (b) Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

## 2.7 Validity of the bids

The validity periods should not exceed 60 (sixty days) and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

## 2.8 Consideration of bids

The Council takes all bids duly admitted into consideration.

- The Council reserves the right to accept the lowest or any bid received
- The decision by the Municipality regarding the awarding of a contract must be final and binding

## 2.9 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

### i) **Compliance with bid conditions**

Bid submitted on time

Bid forms signed and each page initialled

All essential information provided

Proof of current residential address

Payment of Municipal Fees, proof that municipal account is paid in full to be attached (arrangements made with council will be taken into consideration).

Submission of certified Identity documents

(ii) Technical specifications and comply with bid conditions;

(iii) Financial ability to execute the contract; and

## 2.10 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form. bids should not be returned to bidders, but should be placed on record for audit purposes. A register or records should be kept of all bids accepted

## 2.11 Publication of bid information

The particulars of the successful bidders will be published in the Municipality's Bid Bulletin as well as the website

## 2.13 Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 million, the bid invitation must be cancelled.
- (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 million, the bid must be cancelled.
- (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.

(a) A bid may be cancelled before award if:

Due to changed circumstances, there is no longer a need for the goods, works or services offered, or

- ❖ Funds are no longer available to cover the total envisaged expenditure, or no acceptable bids were received

**PART F****BID SPECIFICATION AND SCHEDULE OF PRICES**

The Greater Tzaneen Municipality have complete the valuation of the Erven/sites at Nkowankowa - A and Greater Tzaneen Municipality anticipate to alienate/sale the sites “Voet-Stoots” and the sales/alienation of sites will be conducted in terms of, section 40b (i) of SCM regulation and clause 346.2 of Greater Tzaneen Municipality’ Supply Chain Management Policy (asset disposal management system) and be transfer in term of section 14 & 90 of Municipal Financial Management Act 56 of 2003.

Greater Tzaneen Municipality hereby invites bidders for the alienation of the following stands/Erven owned by Greater Tzaneen Municipality:

**SITE NO. 1: NKOWANKOWA – A**

<b>NO</b>	<b>PROPERTY DESCRIPTION</b>	<b>SIZE</b>	<b>CURRENT ZONING</b>	<b>VALUATION PRICE</b>
1	Erf 1715 Nkowankowa-A	640m <sup>2</sup>	Residential	R230 000 .00
2.	Erf 1716 Nkowankowa-A	640m <sup>2</sup>	Residential	R230 000.00
3	Erf 1717Nkowankowa-A	640m <sup>2</sup>	Residential	R230 000.00
4.	Erf 1718 Nkowankowa-A	640m <sup>2</sup>	Residential	R230 000.00
5.	Erf 1719 Nkowankowa-A	640m <sup>2</sup>	Residential	R230 000.00
6.	Erf 1720 Nkowankowa-A	640m <sup>2</sup>	Residential	R230 000.00
7.	Erf 1721Nkowankowa-A	640m <sup>2</sup>	Residential	R230 000.00
8.	Erf 1722 Nkowankowa-A	640m <sup>2</sup>	Residential	R230 000.00
9.	Erf 1723Nkowankowa-A	6400m <sup>2</sup>	Residential	R230 000.00
10.	Erf 1724 Nkowankowa-A	640m <sup>2</sup>	Residential	R230 000.00

**SITE NO. 2: NKOWANKOWA – A (ZCC)**

<b>NO</b>	<b>PROPERTY DESCRIPTION</b>	<b>SIZE</b>	<b>CURRENT ZONING</b>	<b>VALUATION PRICE</b>
1	Erf 1670 Nkowankowa-A	851m <sup>2</sup>	Residential	R300 000 .00
2.	Erf 1671 Nkowankowa-A	540m <sup>2</sup>	Residential	R200 000.00

<b>NO</b>	<b>PROPERTY DESCRIPTION</b>	<b>SIZE</b>	<b>CURRENT ZONING</b>	<b>VALUATION PRICE</b>
3	Erf 1672 Nkowankowa-A	540m <sup>2</sup>	Residential	R200 000.00
4.	Erf 1673 Nkowankowa-A	540m <sup>2</sup>	Residential	R200 000.00
5.	Erf 1674 Nkowankowa-A	540m <sup>2</sup>	Residential	R200 000.00
6.	Erf 1675 Nkowankowa-A	540m <sup>2</sup>	Residential	R200 000.00
7.	Erf 1676 Nkowankowa-A	540m <sup>2</sup>	Residential	R200 000.00
8.	Erf 1677 Nkowankowa-A	603m <sup>2</sup>	Residential	R220 000.00
9.	Erf 1679 Nkowankowa-A	750m <sup>2</sup>	Residential	R270 000.00
10.	Erf 1680 Nkowankowa-A	828m <sup>2</sup>	Residential	R290 000.00
11.	Erf 1681 Nkowankowa-A	662m <sup>2</sup>	Residential	R240 000.00
12.	Erf 1682 Nkowankowa-A	750m <sup>2</sup>	Residential	R270 000.00
13.	Erf 1683 Nkowankowa-A	762m <sup>2</sup>	Residential	R270 000.00

**SITE NO. 3: DAN EXTENSION 2**

<b>NO</b>	<b>DESCRIPTION OF ERVEN IN DAN X 2</b>	<b>SIZE IN M<sup>2</sup></b>	<b>CURRENT ZONING</b>	<b>MUNICIPAL VALUATION</b>
1.	898	263	Residential	R50 000.00
2.	899	264	Residential	R50 000.00
3.	900	264	Residential	R50 000.00
4.	901	264	Residential	R50 000.00
5.	902	264	Residential	R50 000.00
6.	903	327	Residential	R50 000.00
7.	904	274	Residential	R50 000.00
8.	905	264	Residential	R50 000.00
9.	906	264	Residential	R50 000.00
10.	907	264	Residential	R50 000.00



<b>NO</b>	<b>DESCRIPTION OF ERVEN IN DAN X 2</b>	<b>SIZE IN M<sup>2</sup></b>	<b>CURRENT ZONING</b>	<b>MUNICIPAL VALUATION</b>
11.	908	264	Residential	R50 000.00
12.	909	264	Residential	R50 000.00
13.	910	264	Residential	R50 000.00
14.	911	264	Residential	R50 000.00
15.	912	264	Residential	R50 000.00
16.	913	264	Residential	R50 000.00
17.	914	264	Residential	R50 000.00
18.	915	264	Residential	R50 000.00
19.	916	264	Residential	R50 000.00
20.	917	264	Residential	R50 000.00
21.	918	264	Residential	R50 000.00
22.	919	264	Residential	R50 000.00
23.	920	264	Residential	R50 000.00
24.	921	264	Residential	R50 000.00
25.	922	264	Residential	R50 000.00
26.	923	313	Residential	R50 000.00
27.	924	313	Residential	R50 000.00
28.	925	264	Residential	R50 000.00
29.	926	264	Residential	R50 000.00
30.	927	264	Residential	R50 000.00
31.	928	264	Residential	R50 000.00
32.	929	264	Residential	R50 000.00
33.	930	264	Residential	R50 000.00
34.	931	264	Residential	R50 000.00

NO	DESCRIPTION OF ERVEN IN DAN X 2	SIZE IN M <sup>2</sup>	CURRENT ZONING	MUNICIPAL VALUATION
35.	932	264	Residential	R50 000.00
36.	933	264	Residential	R50 000.00
37.	934	264	Residential	R50 000.00
38.	935	264	Residential	R50 000.00
39.	936	264	Residential	R50 000.00
40.	937	264	Residential	R50 000.00
41.	938	264	Residential	R50 000.00
42.	949	264	Residential	R50 000.00
43.	940	264	Residential	R50 000.00
44.	941	264	Residential	R50 000.00
45.	942	264	Residential	R50 000.00
46.	943	264	Residential	R50 000.00
47.	944	264	Residential	R50 000.00
48.	945	264	Residential	R50 000.00
49.	946	264	Residential	R50 000.00
50.	947	263	Residential	R50 000.00

**NB:**

- Greater Tzaneen Municipality Supply Chain Management Policy will apply;
- Council will consider the highest bidder
- Preference will be given to the first time buyer
- Not more than two sites per person
- Disability; Youth and women headed families are eligible to apply
- Preference will be given to Military veterans (must attach force number)
- The price will exclude transfer cost,
- The bidders will submit a plan before starting with the building
- Successful Bidders must follow NBR and NHBRC regulations;

- Successful Bidders will sign deed of sales with the municipality within 30 days;
- Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid;
- Council reserves the right to negotiate further conditions and requirements with the successful Bidder;
- Council reserves the right not to appoint;
- Council will appoint the Conveyancer to transfer all the properties (sites) purchased by the bidders at the cost of the bidder.
- A successful bidder will have to start with the construction once the property is transferred into his or her name.
- Bidders will be given 60 days' payment period;
- Water, sewer and electricity connection will be the cost of the buyer
- The successful bidder will be given 24 months to build once the property is transferred into his or her names if not the property will revert back to Council.
- Bids which are late, incomplete, unsigned, faxed or emailed will not be accepted.

**That the Land be sold "VOET-STOOTS" in its presents conditions.**

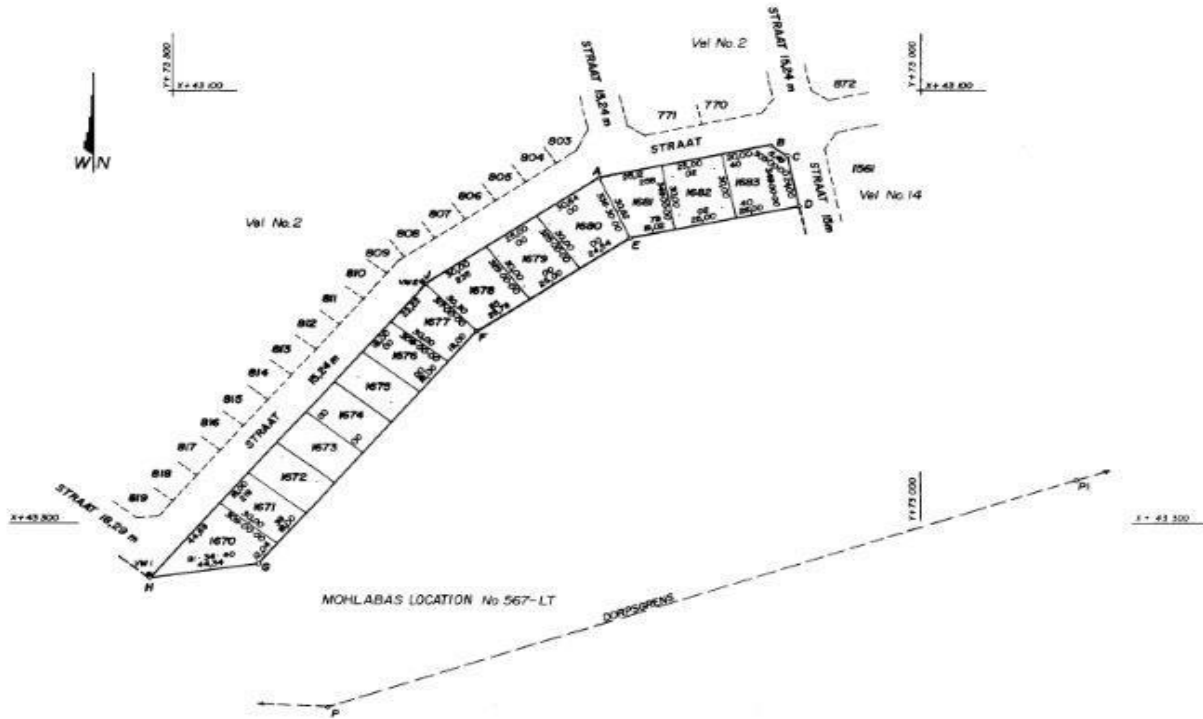
# ALGEMENE PLAN

(Bestaande uit volla 1-20)

## N van die dorp NKOWAKOWA-A

NOORDELIKE PROVINSE

SKAAL 1:1 000



L.G.No.11683/1997	PBNo. 318 / 1984
GOEDGEKEUR <i>[Signature]</i> vms LANDMETER-GENERAAL 1998-02-04	VEL No. 19 Goedgekeur: <i>[Signature]</i> 12/1/1984 Direkteur-generaal: Samewerking en Ontwikkeling

HOOFFIGUUR			
SYE METER	RIGTINGS	KOOORDINATE Stelsel L.G.31°	
		Y METER	X
AB 70 , 12	256 02 - 40	A +73 129 , 10	+43 129 , 58
BC 8 , 49	309 00 00	B +73 080 , 80	+43 128 , 40
CD 34 , 00	346 00 00	C +73 083 , 38	+43 130 , 02
DE 70 , 02	72 02 40	D +73 049 , 39	+43 132 , 30
EF 35 , 32	88 00 00	E +73 116 , 89	+43 168 , 00
FG 08 , 04	39 00 00	F +73 178 , 09	+43 211 , 20
GH 44 , 34	01 34 40	G +73 265 , 47	+43 316 , 48
HJ 174 , 91	239 00 00	H +73 309 , 33	+43 324 , 88
JA 85 , 84	235 00 00	J +73 199 , 25	+43 189 , 02

PEPSELKOMMER	GROOTTE VAN PEPELSE VERVAARDE METER	KOOORDINATE Stelsel L.G.31°	
		Y METER	X
870	881	KONSTANTESY 0,00 AB-2 600 000,00	
871 - 876	840	VERSEKERINGSREKKE	
877	833	W	+73 309 , 34
878	837	W	+73 199 , 84
879	790	DORPSRENS	
880	808	P	+73 237 , 89
881	842	M	+72 887 , 62
882	790	M	+72 887 , 62
883	762	M	+72 887 , 62

**SAKENBESKRYWING**  
**HOOFFIGUUR**  
 A.G.G.E.S. 2 20mm x 450mm Waterpyp  
 B 20mm Waterpyp onder grondoppervlakte  
 S.H 20mm x 450mm Waterpyp in beton  
**PEPELSEKAKES**  
 216 pampelballe: 12mm x 450mm Waterpyp  
**VERSEKERINGSREKKE**  
 V.M.1, V.M.2 20mm x 450mm Waterpyp in beton onder grondoppervlakte  
**SOPPELSRENS**  
 P Waterpyp met 0,2meter sprakek  
 P1 15mm Waterpyp in beton  
**NOTA**  
 V.M.1 en V.M.2 is 1 meter vanaf die reëlse blyklyn op die struktuurleëre aan aangrenser.

L.E.E.R.
METSTUKKE 5/61/97
KOMPLASIE LTSR-34 & 43
AKTES: PRETORIA
<b>KOMP. LTSR-345-348</b>
Opgelees in Mei 1984
deur my
<i>[Signature]</i> (B.C. Steenkamp) Landmeter
<b>M.S.No. 25/A/AB/84</b>

S.G. No. A 005/1994  
 SHEET 1  
 APPROVED  
 for SURVEYOR - GENERAL  
 JAMES VAN DER MERWE

SIDES		DIRECTIONS		CO-ORDINATES	
METRES		CONSTANTS		SOUTHING	
		S. 00		E. 2 800 000.00	
AB	28.30	374.92	N 0	73 181.23	42 307.26
BC	5.48	341.22	N 0	73 186.88	42 310.73
CD	154.47	347.26	S 0	73 146.09	42 315.23
DE	4.88	351.00	S 0	73 141.21	42 315.71
EF	24.20	377.86	S 0	73 121.17	42 318.93
FG	36.20	369.40	S 0	73 102.76	42 322.43
GH	240.14	39.00	S 0	73 152.76	42 344.33
HI	56.17	74.92	S 0	73 203.09	42 362.45
IJ	96.12	340.61	S 0	73 146.79	42 367.43
JK	71.30	35.80	S 0	73 425.04	42 383.53
LK	8.94	361.86	S 0	73 144.13	42 375.23
ML	75.13	325.82	S 0	73 251.54	42 374.72
NO	75.87	35.81	S 0	73 216.97	42 378.86
OP	308.07	35.81	S 0	73 216.97	42 378.86
PO	100.36	328.51	S 0	73 206.07	42 379.50
QO	308.76	87.96	S 0	73 623.97	42 377.50
RO	320.80	308.51	S 0	73 170.99	42 345.96
TL	60.82	308.50	T	73 170.27	42 381.29
UL	30.40	308.50	T	73 182.17	42 376.19
VL	35.12	308.50	T	73 182.17	42 376.19
WL	79.74	308.50	T	73 182.17	42 376.19
XY	123.85	304.81	X	73 144.35	42 376.19
YZ	300.87	84.01	Y	73 432.12	42 376.19
ZA	6.20	351.00	Z	73 170.27	42 376.19
AB	425.42	31.83	AB	73 170.27	42 376.19
BC	521.86	126.23	BC	74 204.80	42 376.19
CD	518.21	31.83	CD	74 247.25	42 376.19
DE	295.38	301.23	DE	74 146.43	42 376.19
EF	192.14	98.00	EF	74 124.43	42 376.19
FG	192.14	98.00	FG	74 124.43	42 376.19
GH	49.13	308.48	GH	74 170.27	42 376.19
HI	552.13	367.76	HI	74 142.81	42 376.19
IJ	35.82	177.50	IJ	73 170.86	42 376.19
JK	71.21	133.00	JK	73 171.41	42 376.19
KL	111.36	177.50	KL	73 140.82	42 376.19
LM	42.86	207.50	LM	73 170.83	42 376.19
MN	473.44	145.00	MN	73 170.83	42 376.19
NO	125.23	203.50	NO	73 170.83	42 376.19
OP	247.15	258.00	OP	73 140.80	42 376.19
QA	124.45	337.50	QA	73 156.51	42 376.19

AREA OF ERVEN		BLOCK CORNERS	
NO	SIZE	CO-ORDINATES	
NUMBER	METRES	SOUTHING	
		E. 2 800 000.00	
1713	2 941	181	73 024.72
1714	1 269	201	73 720.14
1715 - 1724	640	202	73 865.52
1725	800	203	73 865.52
1726	780	204	73 865.52
1727	2 900	205	73 865.52
1728	2 2647 hectares	206	73 865.52
1729	10 2000 hectares	207	73 865.52
1730 (PARK)	4 970 hectares	208	73 865.52
1731 (PARK)	5 0367 hectares	209	73 865.52
1732 (PARK)	6 3607 hectares	210	73 865.52

REFERENCE MARKS	
981	73 805.32
982	74 697.58

TRIGONOMETRICAL BEACONS	
58	77 825.30
104	74 825.30

**BOUNDARY MARKS**

**IRON STAKE**

A, C, D, E, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

**IRON STAKE**

A, C, D, E, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

**IRON STAKE**

A, C, D, E, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

### GENERAL PLAN

(CONSISTING OF 2 SHEETS)

## NKOWANKOWA - A EXTENSION 1

COMPRISING 17 ERVEN NUMBERED 1713 - 1729.

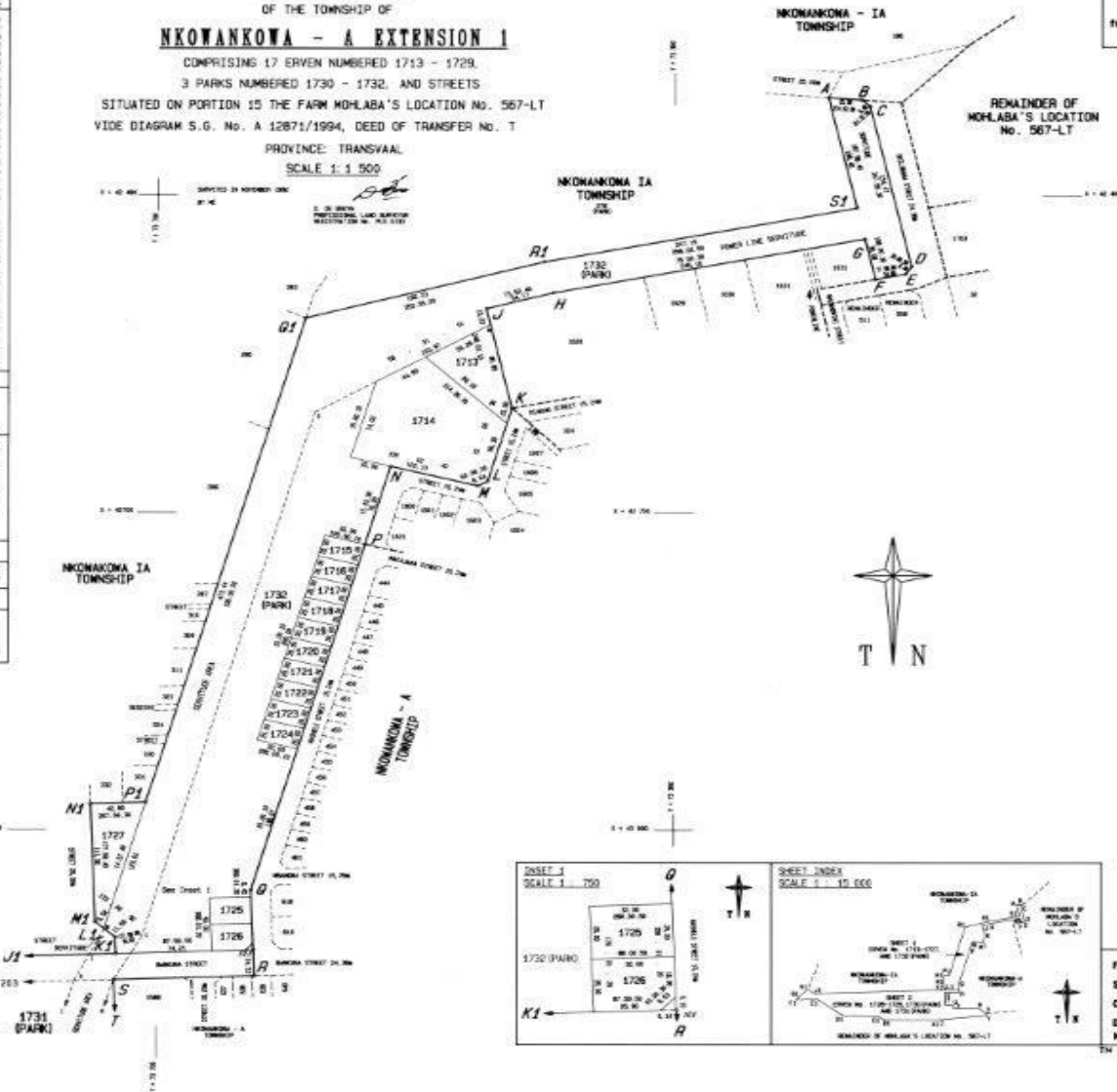
3 PARKS NUMBERED 1730 - 1732, AND STREETS

SITUATED ON PORTION 15 THE FARM MOHLABA'S LOCATION NO. 567-LT

VIDE DIAGRAM S.G. No. A 12871/1994, DEED OF TRANSFER No. 1

PROVINCE: TRANSVAAL

SCALE 1 : 1 500



FILE NO:  
 SURVEY RECORDS NO: 426/1994  
 COMPILATION: LTR  
 DEED: PRETORIA  
 NORTHERN TRANSVAAL  
 T.M. KOCKERT

**MBD 4**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state\*.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **(please circle the applicable one)** \*YES / NO

3.6.1 If so, furnish particulars. ....

3.7 Have you been in the service of the state for the past twelve months? **(please circle the applicable one)**  
\*YES / NO

3.7.1 If so, furnish particulars.

.....

3.8 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?  
**(please circle the applicable one) \*YES / NO**

3.8.1 If so, furnish particulars.

.....

3.9 Have you been in the service of the state for the past twelve months? .....  
**(please circle the applicable one) \*YES / NO**

\_\_\_\_\_

\* 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.

3.9.1. If yes, furnish particulars.....  
.....

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

3.10.1. If so, furnish particulars  
.....

3.11 Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the state? **(please circle the applicable one)** \*YES / NO

3.11.1 If so, furnish particulars.  
.....

3.12 Are any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in service of the state? **(please circle the applicable one)** \*YES / NO

3.12.1 If so, furnish particulars.  
.....

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

Full Name	Identity Number	State Employee Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Name of Bidder

**CERTIFICATION**

**I, the undersigned (name)**.....

Certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

.....

Signature

.....

Date

.....

Designation

.....

Name of Bidder



**MBD 7.3  
CONTRACT FORM - SALE OF GOODS/WORKS**

**This form must be filled in duplicate by both the successful bidder (part 1) and the seller (part 2). Both forms must be signed in the original so that the successful bidder and the seller would be in possession of originally signed contracts for their respective records.**

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

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **Greater Tzaneen Municipality** in accordance with the requirements stipulated in **Bid No. SCMU 13/2018** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

Name (Print): .....

Capacity: .....

Signature: .....

Name of Bidder: .....

Date: .....

Witnesses

1 .....

2. ....

Date: .....

**MBD 7.3  
CONTRACT FORM - SALE OF GOODS/WORKS**

**PART 2: (FOR OFFICE USE ONLY)  
TO BE FILLED IN BY THE SELLER OR GREATER TZANEEN MUNICIPALITY**

1. I..... in my capacity as .....accept your bid under reference number ..... **Erf no:** ..... date ..... for the purchase of Erf/site 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.

Erf No.	Property description	Market price/ valuation price	Bid price (all applicable taxes inclusive)
Erf_____	Nkowankowa- A _____  Current Zoning: _____		

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

Signed at .....

Name of Municipal Manager.....

Signature ..... Date: .....

OFFICIAL STAMP

**Witnesses**

1. ....

2. ....

Date .....

MBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

- 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> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
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>The 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> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <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 <input type="checkbox"/>	No <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**

Js367bW