



**THABAZIMBI LOCAL MUNICIPALITY**

**THE APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION AND MAINTENANCE OF A GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF THREE (3) YEARS**

BID NUMBER	BTO/06/2022-23
NAME OF BIDDER	
ADDRESS	
TELEPHONE NUMBER	
CELLPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	
CONTACT PERSON	
BBBEE LEVEL	
CSD NUMBER	MAAA
VAT NUMBER	
BID AMOUNT	
CLOSING DATE	08 <sup>th</sup> December 2022
CLOSING TIME	12h00 PM

## SCHEDULE OF CONTENTS

	BID NOTICE
	RESPONSIVENESS AND EVALUATION CRITERIA
FORM "A"	BID FORM
FORM "B"	GENERAL UNDERTAKING BY THE BIDDER
FORM "C"	GENERAL CONDITIONS OF CONTRACT
FORM "D"	GENERAL PROCEDURES
FORM "E"	SPECIAL CONDITIONS OF CONTRACT (IF ANY)
FORM "F"	BID SPECIFICATIONS
ANNEXURE "A"	EVALUATION PROCESS AND CRITERIA
MBD 1	INVITATION TO A BID
MBD 2	TAX CLEARANCE CERTIFICATE REQUIREMENTS
MBD 3	PRIVING SCHEDULE
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 6.1	PREFERENTIAL POINTS CLAIM FORM
MBD 7	CONTRACT FORM – PURCHASE OF GOODS/WORKS
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
ANNEXURE "B"	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS
ANNEXURE "C"	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL



## THABAZIMBI LOCAL MUNICIPALITY

### INVITATION TO BID

Thabazimbi Local Municipality hereby invites suitable service providers to submit BIDS on:

NOTICE / BID NUMBER	DESCRIPTION	CONTACT PERSON	CLOSING DATE & TIME	COMPULSOTY BRIEFING SESSION	EVALUATION CRITERIA
BTO/06/2022-23	The Appointment of Service provider for Compilation and Maintenance of General Valuation Roll for a period of Three (3) years	Technical Enquiries: M Mabotja : 078 849 4155 Procurement Enquiries: B.K Monyeki : 066 008 3752	08 December 2022 @ 12H00 pm	29 November 2022 @ Council Chamber @09H00 am	80/20

Bid documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) at no fee, and can also be downloaded from the municipal website at [www.thabazimbi.gov.za](http://www.thabazimbi.gov.za)

Bids will be evaluated under the provision of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA; Supply Chain Management Policy of the Municipality in accordance with the Specifications and in terms of **80/20 preferential points system**.

Sealed Bid Documents must be submitted in an envelope clearly indicating, "**BID NUMBER AND DESCRIPTION**" on the outside and must reach the undersigned by depositing it into the Municipal Tender Box, by no later than the date and time stipulated on the above table. All bids will be opened in public at the Municipal Chamber.

The Municipality is not bound to accept the lowest or any Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after the closing date of the Submission thereof.

**Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically or E-mail and without compulsory required documents will be disqualified.**

**N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS]**

**Ms LP Makaya**  
Acting Municipal Manager,  
07 Rietbok Street, Thabazimbi , 0380

## **RESPONSIVENESS AND EVALUATION CRITERIA**

### **THABAZIMBI LOCAL MUNICIPALITY WILL CONSIDER NO BID UNLESS IT'S MEETS THE FOLLOWING RESPONSIVENESS CRITERIA**

- 1 The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- 2 The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- 3 Bid forms must be completed in full and each page of the bid initialized.
- 4 Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- 5 Proof of payment of municipal rates and taxes.
- 6 Complies with the requirements of the bid and technical specifications.
- 7 Registered in the relevant professional body in the specific field
- 8 Adheres to Pricing Instructions.

Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.

The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

**By submitting this bid, bidder authorised the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.**

**PLEASE NOTE**

**The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the THABAZIMBI LOCAL MUNICIPALITY or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

**BID NO: BTO/06/2022-23**

**BID DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION AND MAINTENANCE OF A  
GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF  
THREE (3) YEAR**

I/We, the undersigned:

- a) Bid to supply and deliver to THABAZIMBI LOCAL MUNICIPALITY all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Schedules to 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 delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the THABAZIMBI LOCAL MUNICIPALITY by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) 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 ..... (Year)

**Signature of the Bidder:**

\_\_\_\_\_

**Name of Bidder:**

\_\_\_\_\_

Professional Registration No, if any, attach proof)

\_\_\_\_\_

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

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

As Witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

***Particular of Sole Proprietors and partners in partnerships***

<b><i>Name</i></b>	<b><i>Identity Number</i></b>	<b><i>Personal Income Tax Number</i></b>

***(Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership)***

***State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.***

I/We the undersigned am/are authorized to enter into this contract of behalf of:

\_\_\_\_\_

by virtue of \_\_\_\_\_

dated \_\_\_\_\_ a certified copy if which is attached to this bid.

Signature of authorized person: \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

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

\_\_\_\_\_

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



As witness: 1. \_\_\_\_\_  
2. \_\_\_\_\_

Please Note:

*The prices at which bids are prepared to supply the goods and materials or perform the services 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 this bid document will result in a bid being disqualified.**

Bank account details of bidder:

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

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

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

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

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

**PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).**

**NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE  
BIDDER DOCUMENT IN FULL**

**ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE ACCEPTED**

## BIDDING INFORMATION

Details of person responsible for bidding process

Name \_\_\_\_\_

Contact number \_\_\_\_\_

Address of office submitting bid \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

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

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

VAT Registration Number \_\_\_\_\_

Has a B-BBEE status level verification certificate been submitted?

Yes/No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CC):

Yes/  
No

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL

ACCREDITATION SYSTEM (SANAS):

Yes/  
No

A REGISTERED:

Yes/  
No

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE:

Yes/No

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

(IF YES ENCLOSE

PROOF)

**AUTHORITY FOR SIGNATORY**

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed on \_\_\_\_\_ 20\_\_\_\_

Mr/Ms. \_\_\_\_\_

Has been duly authorized to sign all documents in connection with the bid for

Contract \_\_\_\_\_ No \_\_\_\_\_

And any Contract, which may arise there from on behalf of

---

Signed on behalf of the company:

In his/her capacity as:

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

Signature of signatory

As witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

BID NO: BTO/06/2022-23

**BID DESCRIPTION : THE APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION AND MAINTENANCE OF  
A GENERAL VALUATION ROLL AND SUPPLEMENTARY VALAUTION ROLL FOR A PERIOD  
OF THREE (3) YESRD**

**GENERAL UNDERTAKINGS BY THE BIDDER**

**DEFINITION**

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 Regulation (of 2017).
2. **"Chairperson"** means the chairperson of the THABAZIMBI LOCAL MUNICIPALITY Bid Adjudication Committee.
3. **"Municipal Manager"** means the Municipal Manager of the Municipality.
4. **Committee** refers to the Bid Adjudication Committee.
5. **"Council"** refers to THABAZIMBI LOCAL MUNICIPALITY.
6. **"Member"** means a member of the Bid Adjudication Committee.
7. **Service providers** refers to the bidders who have been successful in being awarded Council contracts.
8. **SMMs** (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).
9. **Contract** refers to legally binding agreement between THABAZIMBI LOCAL MUNICIPALITY and the service provider.
10. **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.
11. **Contractor** means any natural or legal person whose bid has been accepted by the Council.
12. **Closing time** means the date and hour specified in the bid documents for the receipt of bids.
13. **Order** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **Written** or **in writing,** means hand written in ink or any form of mechanical writing in printed form.

## INTERPRETATION:

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:
2. An expression which denotes:-
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;
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;
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.

I/we hereby tender:

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 Annexure(s)) to the THABAZIMBI LOCAL MUNICIPALITY.

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);

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

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the THABAZIMBI LOCAL 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:

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 fulfill the contract when called upon to do so, the THABAZIMBI LOCAL MUNICIPALITY may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

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;

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;

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.

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 THABAZIMBI LOCAL MUNICIPALITY legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate 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 tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender 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.

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 participated /no participated 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:**

---

**BID NUMBER: BTO/06/2022-23**

**BID DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION AND MAINTENANCE OF A  
GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF  
THREE (3) YEARS**

**General Conditions of Contract**

**1 DEFINITION**

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 markets 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 component 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, component 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 goods, 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 supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so 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 GC Clause 5.1 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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder 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 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, tests and analyses, the bidder or contractor's premises shall be open,

at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspections 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 22 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 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 supplier 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 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. 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 supplier 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 vary more than 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 this 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 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 goods 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, sum calculated on the delivered price of the delayed goods or unperformed 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 service 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 associate 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. Antidumping and countervailing 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 goods 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, 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 the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

### **• 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 as 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



**BID NUMBER: BTO/06/2022-23**

**BID DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION AND MAINTENANCE OF A GENERAL VALUATION AND SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF THREE (3) YEARS**

## **GENERAL PROCEDURES**

### **1 General Directives**

- 2.1 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.
- 2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.4 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.
- 2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 2.6 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.
- 2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

### **2 Issuing of bid documents**

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management 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. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: 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 Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

### **3 Payment of bid documents**

**Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy are not on sale can be uploaded e-tender portal and Thabazimbi website.**

### **4 Public Invitation for competitive bids**

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in national treasury e-tenders publication portal, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin) and National / Local newspaper.

### **5 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

6 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.

7 Bids submitted must be sealed.

### **8 The following information must appear in any advertisement:**

- Bid number

- Description of the requirements;
- 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

## **9 Site meetings of briefing sessions**

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

## **10 Handling of bids submitted in response to public invitation**

### **10.1 Closing of bids**

All bids will close 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 tender 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 explanation.

### **10.2 Opening of bids**

Bids are opened in public as soon as possible after the closure in the presence of the Manager: 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.

### **10.3 Validity Period of the bids**

The validity periods should not exceed 90 (ninety) days and is calculated from the date of Bid closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

### **10.4 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

#### **10.5 Evaluation of bids**

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

#### **11 Compliance with bid conditions;**

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees

#### **12 Meeting technical specifications and comply with bid conditions;**

#### **13 Financial ability to execute the contract; and**

- (i) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

#### **14 Evaluation of bids on functionality and price**

##### **14.1 All bids received will be evaluated on functionality and price.**

#### **15 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.**

- I. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

## **16 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.

The successful service provider will be required to sign the service level agreement.

Unsuccessful 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

## **17 Publication of bids results**

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

## **18 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 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- 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 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

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

Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.

Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

## **19 Sale and Letting of Asset**

The Preferential Procurement Regulations, 2011 is not applicable to the sale and letting of assets

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

**BID NUMBER: BTO/06/2022-23**

**BID DESCRIPTION : THE APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION AND MAINTENANCE OF  
A GENERAL VALUATION AND SUPPLEMENTARY VALUATION ROLL OF THREE (3) YEARS**

**BID NUMBER: BTO/03/2020-21**

**BID DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION AND MAINTENANCE OF A GENERAL VALUATION ROLLS AND SUPPLEMENTARY ROLL FOR A PERIOD OF THREE (3) YEARS**

## **1. BACKGROUND:**

The Thabazimbi Municipality hereby invites bids from experienced and suitably qualified valuers for the compilation and maintenance of a General Valuation Roll and Supplementary Valuation Rolls in terms of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended, hereinafter referred to as the "Act", for all the areas within its area of jurisdiction.

### **• PROJECT SCOPE**

expected to compile and maintain the general valuation roll and the supplementary valuation rolls after the general valuation.

The General Valuation Roll has a valuation date of 1 July 2023 and must be implemented on 1 July 2024/2025.

The areas within the Municipality's jurisdiction are as follows:

#### **2.1.**

- 2.1.1. Thabazimbi
- 2.1.2. Leeupoort Vakansiedorp
- 2.1.3. Mojuteng
- 2.1.4. Regorogile
- 2.1.5. Rooiberg
- 2.1.6. Setaria
- 2.1.7. Northam
- 2.1.8. Farm area

The valuation process generates a substantial percentage of the Municipality's revenue, therefore if the valuation services provided are not accurate, the Municipality could suffer significant loss of income. There is also a considerable customer service focus associated with the valuation process that influences the Municipality's image.

The Municipality will provide the successful Bidder with certain data as detailed in paragraph 7.17 of this document. Any additional data or information needed to fulfil the requirements of the Act and the specific requirements of the Municipality shall be for the sole account and responsibility of the successful Bidder.

## **a) GENERAL**

### **3.1. Compulsory clarification meeting /information session**

No compulsory briefing session will take place.

### **Contract period**

The contract is valid from date of signing of the contract or 1 July 2023, whichever is latest and will expire on 30 June 2026.

### **3.2. Validity period of tender**



3.2.1. The tender must remain valid, irrevocable and open for acceptance for a period of 120 days after closing date.

3.2.2. The validity period of a bid may be extended by the accounting officer, or his/her delegate, prior to the expiry of the validity period indicated in the bid document.

### 3.3. Escalation

Escalation of inflation rate will be allowed on 01 July 2024 and 01 July 2025.

### 3.4. COIDA

The successful bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations and for the duration of the contract. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice.

### 3.5. Definitions

3.5.1. "Act": means the Local Government: Municipal Property Rates Act,

2004 (Act No 6 of 2004), as amended, and any regulations made in terms of section 83 thereof;

3.5.2. "Assistant Municipal Valuer": means a valuer as defined in terms of section 39 (2) Of the Act;

3.5.3. "Commencement Date": shall mean the first day following the signature date;

3.5.4. "Data Ownership": all data obtained, collected and/or utilized in the compilation and maintenance of the General Valuation Roll and Supplementary Valuation Rolls belongs to the Municipality;

3.5.5. "Data Transfer": all data utilized and/or collected by the Bidder including that of the data capturers, will be transferred by the Bidder to the Municipality on a minimum of a yearly basis and in a format mutually agreed upon;

3.5.6. "Date Draft Submission": means the date upon which the Municipality if so required by them, needs the nominated person to submit data relevant to the Valuation Roll to enable the Municipality to use such data in the preparation of their rates policy and tariffs and to monitor the correctness of the Roll;

- 3.5.7. "Date of Final Submission": shall mean the date upon which the certified roll/s are handed to the Municipal Manager by the nominated person;
- 3.5.8. "Date of valuation": shall mean 1 July 2024;
- 3.6.9. "Good Standing": means that the Bidder and/or nominated person shall not be in any way lawfully indebted to the Municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- 3.6.10. "Final Delivery Certificate": means the document issued by the Municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this bid;
- 3.6.11. "Letter of Acceptance": means the written communication by the Municipality to the Bidder recording the acceptance by the Municipality of the Bidder(s) bid subject to any further terms and conditions to be included in the bid by agreement between the Bidder and the Municipality;
- 3.6.12. "Municipality": shall mean the Thabazimbi Local Municipality;
- 3.6.13. "Municipal Valuer": means a valuer as defined in terms of section 39(1) of the Act;
- 3.6.14. "Nominated Person": means a valuer nominated by the Bidder who will comply with either the provisions of section 39(1) or section 39(2) of the Act;
- 3.6.15. "Section": means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended, and any regulations made in terms of Section 83;
- 3.6.16. "Signature Date": means the date of the signed letter of acceptance

3.6.17. "Specialized properties": specialized properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties:- a. Regional shopping centers.

3. Hotels.
4. Conference centers.
5. Quarries.
6. Mines.
7. Grain depots.
8. Private hospitals.
9. Provincial and/or State buildings such as Civic Centers, Prisons, etc.

3.6.18. "Substitute Nominated Person": means the person nominated to substitute the Municipal Valuer; shall include the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by the Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's General Conditions of Contract and all other schedules thereto;

3.6.19. "Bid": shall include: the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by the Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's general conditions or contract and all other schedules thereto;

3.6.20. "Bidder(s)": means the Bidder whose bid has been duly accepted by the Municipality; and

3.6.21. "Validity Period": shall be hundred and twenty (120) days from the closing date of this bid.

### **3. SOCIAL RESPONSIBILITY**

4.1. As part of the tender conditions bidders must participate in the social responsibility (community investment) initiative of the Municipality. It is therefore compulsory for Bidders to participate in at least one or more of the projects in paragraph 4.3 b

4.2. The Tenderer's proposed implementation of social responsible projects must be provided in order to determine whether the Municipality's procurement is socially responsible.

4.3. Tenders can propose the following socio-economic project practices for consideration or identify additional projects:

4.3.1. On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and people with disability;

4.3.2. Women empowerment / leadership programme;

4.3.3. Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions;

4.3.4. Financial support / bursaries to previously disadvantaged youth;

4.3.5. Youth leadership and empowerment projects;

4.3.6. Early childhood development;

4.3.7. Projects can be in collaboration with Local Community Based Organisations (CBOs), Non Government Organisations (NGOs) and relevant local institutions;

4.3.8. Business skills and enterprise support including mentoring of local enterprises; and Development of Parks and open spaces.

## 11. EVALUATION AND ADJUDICATION

5.1. All items will be evaluated and awarded individually where applicable.

5.2. The bid will be evaluated on the total estimated amount. The rates per item will be awarded.

5.3. Two Bidders will be identified for award, to ensure that if the first Bidder fails to perform according to the tender conditions, the second bidder will be used from which to procure the goods/services. The first will be held responsible for the cost difference. The Municipality will not be obligated to place orders with the second Bidder, when performance of the first Bidder is of an acceptable standard.

5.4. The quantities below are based on historical data and will be used for evaluation purposes only. This only serves as indication of possible future requirements and must not be regarded as the actual quantities.

Item no	Description	Estimated no. of properties
1	Residential properties (excluding Sectional Titles and RDP)	10767

2	Residential Sectional Titles	226
3	RDP Houses	
4	Business and Commercial Properties (excluding Sectional Titles)	321
5	Business and Commercial Sectional Titles	16
6	Agricultural properties (including small holdings)	4479
7	State owned – used for Public Service Purposes	56
8	Public Service Infrastructure (PSI)/Public Open Space (POS)	203
9	Public Benefit Organisations	5
<b>Item no</b>	<b>Description</b>	<b>Estimated no. of properties</b>
10	Multiple purpose properties	115
11	Vacant Land	7207
12	Municipal properties (Including vacant land, PSI, etc)	
13	Protected Areas	6
14	Mining properties	37
<b>TOTAL ESTIMATED NUMBER OF ENTRIES</b>		
15	Number of objections (General and Supplementary Rolls (General Valuation & 2 years Supplementary Roll)	350
16	Number of appeals (General and 2 Supplementary Rolls)	50
17	Preparation and consulting with professionals appointed by the Municipality for specific appeals	Per hour

18	Attendance at appeals board meetings	Minimum(Plus/Minus) 40 hours
----	--------------------------------------	---------------------------------

19	Valuations requested by the Municipality for other than rating purposes	60
20	Total additional copies of Valuation Roll requested	1

#### 15. ELIGIBILITY CRITERIA

The evaluation of Bidders will be done in terms of compliance with the following criteria. Bidders that do not comply with all the criteria below will not be evaluated further.

Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Proof must be submitted
6.1. The Bidder must have Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1 000 000. <b>Proof of which must be submitted with the bid document.</b>			
6.2. The Bidder must have Public Liability Insurance for a minimum value of R5 000 000. <b>Proof of which must be submitted with the bid document.</b>			
6.3. The bidders must all be registered with the South African Council for the Property Valuers Profession. <b>A certified copy of the registration certificate must be submitted with the bid document. The registration must be valid when applying for the bidder.</b>			
6.4. All data provided, inclusive of the Valuation Rolls must be fully compatible with Standard Chart of Accounts Regulation dated 22 April 2014 (mSCOA) as well as Municipality financial billing system of the Municipality.			
6.5. The Bidder must have at least 5 years' experience in municipal valuations. <b>Confirmation letters from relevant municipalities to be attached.</b>			
6.6. The Bidder must have at least 5 years' experience of attending and contributing to the Appeal Board Meetings. <b>Confirmation letters from relevant</b>			

	municipalities to be attached.			
--	--------------------------------	--	--	--

6.7.	The valuers must each have at least 3 years' experience as a certified valuer in terms of 6.3 above in municipal valuations. <b>Confirmation letters from relevant municipalities to be attached.</b>			
------	--	--	--	--

## 6. TERMS OF REFERENCE

### 7.1. Staff

#### 7.1.1. Qualifications of the Municipal Valuer

7.1.1.1. In terms of Section 39(1) of the Act only a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.

7.1.1.2. The Bidder must nominate the person to be designated as the Municipal Valuer in writing, this includes proof of registration as a Professional Valuer or Professional Associated Valuer as well as a **detailed Curriculum Vitae**. The Bidder must provide a full list of names of all persons who will be involved in carrying out the valuations, as well as information about the capacity, qualifications and experience of each person involved. If new or replacement staff are appointed before or during the course of the valuation, the Municipality must be provided with a new list of names within ten (10) days after such appointment/amendment.

7.1.1.3. The Municipality reserves the right to fully investigate the qualifications, experience and performance of the Bidder's nominated persons by reference to/from:

- a. Previous Valuation Board hearings;
- (c) Appeal Board hearings;
- (d) Arbitration and Supreme Court hearings;
- (e) General standing of the nominated person/s within the valuation profession;
- (f) Any institutions/ municipalities that similar services were provided to;
- (g) Any professional body that the nominated person/s is associated with;
- and
- (h) Interviews with the nominated person/s.

7.1.2. The Bidder's nominated person/s if appointed by the Municipality as either the Municipal Valuer and/or Assistant Municipal Valuer, may not cede or assign his appointment to any other valuer unless such cession and/or assignment has been approved in writing by the Municipality. Should such person/s for any reason whatsoever no longer be associated with or employed by the Bidder, the Municipality reserves the right to cancel this agreement and hold the Bidder and/or appointed.

Municipal Valuer liable for any damages it may suffer as a result thereof. The Municipality shall not be obliged to approve any request for cession and/or assignment.

7.1.3. The nominated and designated Municipal Valuer and/or Assistant Municipal Valuer will be responsible for the full compliance of the functions and duties of the valuer as set out in the Act as well as fulfilling all the requirements of this bid.

7.1.4. The Municipal Valuer will be required upon appointment, to adhere in terms of Section 43(1)(c) with the Code of Conduct set out in Schedule 2 of the Municipal Systems Act, 2000 (Act No. 32 of 2000).

### 3.3. Escalation

Escalation of inflation rate will be allowed on 01 July 2024 and 01 July 2025.

### 3.4. COIDA

The successful bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations and for the duration of the contract. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice.

### 3.5. Definitions

3.5.1. "Act": means the Local Government: Municipal Property Rates Act,

2004 (Act No 6 of 2004), as amended, and any regulations made in terms of section 83 thereof;

3.5.2. "Assistant Municipal Valuer": means a valuer as defined in terms of section 39 (2) Of the Act;

3.5.3. "Commencement Date": shall mean the first day following the signature date;

3.5.4. "Data Ownership": all data obtained, collected and/or utilized in the compilation and maintenance of the General Valuation Roll and Supplementary Valuation Rolls belongs to the Municipality;

3.5.5. "Data Transfer": all data utilized and/or collected by the Bidder including that of the data capturers, will be transferred by the Bidder to the Municipality on a minimum of a yearly basis and in a format mutually agreed upon;

3.5.6. "Date Draft Submission": means the date upon which the Municipality if so required by them, needs the nominated person to submit data relevant to the Valuation Roll to enable the Municipality to use such data in the preparation of their r

ates policy and tariffs and to monitor the correctness of



- 3.5.7. "Date of Final Submission": shall mean the date upon which the certified roll/s are handed to the Municipal Manager by the nominated person;
- 3.5.8. "Date of valuation": shall mean 1 July 2024;
- 3.6.9. "Good Standing": means that the Bidder and/or nominated person shall not be in any way lawfully indebted to the Municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- 3.6.10. "Final Delivery Certificate": means the document issued by the Municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this bid;
- 3.6.11. "Letter of Acceptance": means the written communication by the Municipality to the Bidder recording the acceptance by the Municipality of the Bidder(s) bid subject to any further terms and conditions to be included in the bid by agreement between the Bidder and the Municipality;
- 3.6.12. "Municipality": shall mean the Thabazimbi Local Municipality;
- 3.6.13. "Municipal Valuer": means a valuer as defined in terms of section 39(1) of the Act;
- 3.6.14. "Nominated Person": means a valuer nominated by the Bidder who will comply with either the provisions of section 39(1) or section 39(2) of the Act;
- 3.6.15. "Section": means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended, and any regulations made in terms of Section 83;
- 3.6.16. "Signature Date": means the date of the signed letter of acceptance;

3.6.17. "Specialised properties": specialised properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties:- a. Regional shopping centres.

10. Hotels.

11. Conference centres.

12. Quarries.

13. Mines.

14. Grain depots.

15. Private hospitals.

16. Provincial and/or State buildings such as Civic Centres, Prisons, etc.

3.6.18. "Substitute Nominated Person": means the person nominated to substitute the Municipal Valuer; shall include the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by the Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's General Conditions of Contract and all other schedules thereto;

3.6.19. "Bid": shall include: the form of bid and declaration, general bid conditions, bid specifications, all schedules and proposals completed and submitted by the Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's general conditions or contract and all other schedules thereto;

3.6.20. "Bidder(s)": means the Bidder whose bid has been duly accepted by the Municipality; and

3.6.21. "Validity Period": shall be hundred and twenty (120) days from the closing date of this bid.

#### **4. SOCIAL RESPONSIBILITY**

4.1. As part of the tender conditions bidders must participate in the social responsibility (community investment) initiative of the Municipality. It is therefore compulsory for Bidders to participate in at least one or more of the projects in paragraph 4.3 below.

4.2. The Tenderer's proposed implementation of social responsible projects must be provided in order to determine whether the Municipality's procurement is socially responsible.

4.3. Tenders can propose the following socio-economic project practices for consideration or identify additional projects:

4.3.1. On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and people with disability;

4.3.2. Women empowerment / leadership programme;

4.3.3. Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions;

4.3.4. Financial support / bursaries to previously disadvantaged youth;

4.3.5. Youth leadership and empowerment projects;

4.3.6. Early childhood development;

4.3.7. Projects can be in collaboration with Local Community Based Organisations (CBOs), Non Government Organisations (NGOs) and relevant local institutions;

4.3.8. Business skills and enterprise support including mentoring of local enterprises; and Development of Parks and open spaces.

## 12. EVALUATION AND ADJUDICATION

5.1. All items will be evaluated and awarded individually where applicable.

5.2. The bid will be evaluated on the total estimated amount. The rates per item will be awarded.

5.3. Two Bidders will be identified for award, to ensure that if the first Bidder fails to perform according to the tender conditions, the second bidder will be used from which to procure the goods/services. The first will be held responsible for the cost difference. The Municipality will not be obligated to place orders with the second Bidder, when performance of the first Bidder is of an acceptable standard.

5.4. The quantities below are based on historical data and will be used for evaluation purposes only. This only serves as indication of possible future requirements and must not be regarded as the actual quantities.

Item no	Description	Estimated no. of properties
1	Residential properties (excluding Sectional Titles and RDP)	10767

2	Residential Sectional Titles	226
3	RDP Houses	
4	Business and Commercial Properties (excluding Sectional Titles)	321
5	Business and Commercial Sectional Titles	16
6	Agricultural properties (including small holdings)	4479
7	State owned – used for Public Service Purposes	56
8	Public Service Infrastructure (PSI)/Public Open Space (POS)	203
9	Public Benefit Organisations	5
<b>Item no</b>	<b>Description</b>	<b>Estimated no. of properties</b>
10	Multiple purpose properties	115
11	Vacant Land	7207
12	Municipal properties (Including vacant land, PSI, etc)	
13	Protected Areas	6
14	Mining properties	37
<b>TOTAL ESTIMATED NUMBER OF ENTRIES</b>		
15	Number of objections (General and Supplementary Rolls (General Valuation & 2 years Supplementary Roll)	350
16	Number of appeals (General and 2 Supplementary Rolls)	50
17	Preparation and consulting with professionals appointed by the Municipality for specific appeals	Per hour

18	Attendance at appeals board meetings	Minimum(Plus/Minus) 140 hours
----	--------------------------------------	----------------------------------

19	Valuations requested by the Municipality for other than rating purposes	60
20	Total additional copies of Valuation Roll requested	1

#### 16. ELIGIBILITY CRITERIA

The evaluation of Bidders will be done in terms of compliance with the following criteria. Bidders that do not comply with all the criteria below will not be evaluated further.

Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Proof must be submitted
6.1. The Bidder must have Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1 000 000. <b>Proof of which must be submitted with the bid document.</b>			
6.2. The Bidder must have Public Liability Insurance for a minimum value of R5 000 000. <b>Proof of which must be submitted with the bid document.</b>			
6.3. The bidders must all be registered with the South African Council for the Property Valuers Profession. <b>A certified copy of the registration certificate must be submitted with the bid document. The registration must be valid when applying for the bidder.</b>			
6.4. All data provided, inclusive of the Valuation Rolls must be fully compatible with Standard Chart of Accounts Regulation dated 22 April 2014 (mSCOA) as well as Municipality financial billing system of the Municipality.			
6.5. The Bidder must have at least 5 years' experience in municipal valuations. <b>Confirmation letters from relevant municipalities to be attached.</b>			
6.6. The Bidder must have at least 5 years' experience of attending and contributing to the Appeal Board Meetings. <b>Confirmation letters from relevant</b>			

	municipalities to be attached.			
--	--------------------------------	--	--	--

6.7.	The valuers must each have at least 3 years' experience as a certified valuer in terms of 6.3 above in municipal valuations. <b>Confirmation letters from relevant municipalities to be attached.</b>			
------	--	--	--	--

## 7. TERMS OF REFERENCE

### 7.1. Staff

#### 7.1.1. Qualifications of the Municipal Valuer

7.1.1.1. In terms of Section 39(1) of the Act only a person registered as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.

7.1.1.2. The Bidder must nominate the person to be designated as the Municipal Valuer in writing, this includes proof of registration as a Professional Valuer or Professional Associated Valuer as well as a **detailed Curriculum Vitae**. The Bidder must provide a full list of names of all persons who will be involved in carrying out the valuations, as well as information about the capacity, qualifications and experience of each person involved. If new or replacement staff are appointed before or during the course of the valuation, the Municipality must be provided with a new list of names within ten (10) days after such appointment/amendment.

7.1.1.3. The Municipality reserves the right to fully investigate the qualifications, experience and performance of the Bidder's nominated persons by reference to/from:

- a. Previous Valuation Board hearings;
- (i) Appeal Board hearings;
- (j) Arbitration and Supreme Court hearings;
- (k) General standing of the nominated person/s within the valuation profession;
- (l) Any institutions/ municipalities that similar services were provided to;
- (m) Any professional body that the nominated person/s is associated with;
- and
- (n) Interviews with the nominated person/s.

7.1.2. The Bidder's nominated person/s if appointed by the Municipality as either the Municipal Valuer and/or Assistant Municipal Valuer, may not cede or assign his appointment to any other valuer unless such cession and/or assignment has been approved in writing by the Municipality. Should such person/s for any reason whatsoever no longer be associated with or employed by the Bidder, the Municipality reserves the right to cancel this agreement and hold the Bidder and/or appointed



Municipal Valuer liable for any damages it may suffer as a result thereof. The Municipality shall not be obliged to approve any request for cession and/or assignment.

7.1.3. The nominated and designated Municipal Valuer and/or Assistant Municipal Valuer will be responsible for the full compliance of the functions and duties of the valuer as set out in the Act as well as fulfilling all the requirements of this bid.

7.1.4. The Municipal Valuer will be required upon appointment, to adhere in terms of Section 43(1)(c) with the Code of Conduct set out in Schedule 2 of the Municipal Systems Act, 2000 (Act No. 32 of 2000).

## FUNTIONALITY

CRITERIA	MAXIMUM POINT	DESCRIPTION OF REQUIREMENT	EXPERIENCE
Qualification of key personnel	20	Project manager has B-Degree in Land valuation/ Property Valuation & Management or Higher and registered with Professional Valuer or Professional Associated Valuer.	7 or higher years exp- 20 5-6 years exp-15 3-4 years exp - 10 1-2 years exp – 5
	10	Assistant Property Valuer has N.D Land Valuation/ Property Valuation & Management or Higher and registered with Professional Valuer or Professional Associated Value.	6 or higher years exp – 10 4-5 years exp – 6 1-3 years exp – 2
Financial References	5	Letter of good standing from the financial institution	
Company Experience	30	Company experience (previous project)	1 similar project completed successfully- 05 2 years previous projects completed plus reference– 10 3 years previous projects completed plus all reference- 15 4 previous project completed plus all references – 20 5 previous projects plus refernce-25 6 previous projects plus reference-30
<b>TOTAL</b>	<b>65</b>		

A minimum of 40 points will be required from the bidder to qualify for futher functionality.

## **7.2.Data Collections**

7.2.1. The Bidder will be fully responsible to obtain all data necessary to compile the General Valuation Roll and Supplementary Valuation Rolls.

7.2.2. The data collected by the Bidder must be capable of being checked, audited, verified and monitored.

7.2.3. The collection of data on behalf of the Municipality is crucial in the determination of true and accurate municipal valuations.

7.2.4. Where the Bidder has made use of aerial photography and/or satellite imagery such aerial photographs and/or satellite imagery will become the property of the Municipality and the Bidder shall have no lien thereon.

7.2.5. Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, the Bidder will be required to adhere to the following minimum data collections requirements:

### **7.2.5.1.Residential Properties**

- Erf number.
- Subdivision number (if applicable).
- Extent of the erf.
- Date of purchase (where available).
- Purchase price (where available).
- Multiple uses (if applicable).
- Name of owner (including part owners).
- Physical / street address of the property.
- Postal address (where available).
- Category (in terms of Section 8(2) of the Act).
- Usage of property.
- Zoning of property.
- Value of property.
- Surveyor General Code.
- Age.
- Adverse features i.e. next to informal settlement, busy road, etc.
- Condition and rating.

- Number of storeys.
- Quality.
- Size of dwelling/s, outbuildings and other structures on the property, special features i.e. swimming pool, walling, and topography/slope.

#### **7.2.5.2. Sectional Title Schemes**

- Erf number.
- Subdivision number (if applicable).
- Extent of the erf.
- Date of purchase (where available).
- Purchase price (where available).
- Multiple uses (if applicable).
- Name of owner (including part owners).
- Physical / street address of the property.
- Postal address (where available).
- Category (in terms of Section 8(2) of the Act).
- Usage of property.
- Zoning of property.
- Value of property.
- Surveyor General Code.
- Age.
- Adverse features.
- Condition of section.
- Condition of scheme.
- Developable Land reserved for future extension to scheme.
- Exclusive use areas.
- Floor level.
- Name of scheme.

- No of storeys in the scheme.
- Participation quota.
- Positive features.
- Registration no of scheme unit and flat no. aa. Unit type i.e. simplex, duplex, etc.

**7.2.5.3. Business, Commercial and Industrial Properties (Income Generating Properties) a. Erf number.**

- Subdivision number (if applicable).
- Extent of the erf.
- Date of purchase (where available).
- Purchase price (where available).
- Multiple uses (if applicable).
- Name of owner (including part owners).
- Physical / street address of the property.
- Postal address (where available).
- Category (in terms of Section 8(2) of the Act).
- Usage of property.
- Zoning of property.
- Value of property.
- Surveyor General Code.
- Age.
- Name of the building (if applicable)
- Name of the establishment.
- Flat / door number if applicable.
- Condition rating.
- Description of units i.e. 12 x 1 bedroom flats, 6 x ground floor shops.
- Expenditure in relation to the income.
- Lettable or usable area.

- Gross building area.
- Other income factors e.g. car bays.
- Quality of building rating.
- Rentals actual and/or estimates provided by agents, tenants, landlords etc.
- Sales capitalization rates and other information obtained from agents, brokers, purchasers, etc.
- Remaining land for development.
- Turnover sales if available.

#### 7.2.5.4. **Specialised Properties**

This includes: Regional shopping centres, Hotels, Conference Centres, Quarries, Mines, Grain Depots, Private Hospitals, Harbours and Provincial and/or State buildings such as Civic Centres and Prisons. a. Erf number.

- Subdivision number (if applicable).
- Extent of the erf.
- Date of purchase (where available).
- Purchase price (where available).
- Multiple uses (if applicable).
- Name of owner (including part owners).
- Physical / street address of the property.
- Postal address (where available).
- Category (in terms of Section 8(2) of the Act).
- Usage of property.
- Zoning of property.
- Value of property.
- Surveyor General Code.
- Age.
- Data relating to specific type of property e.g. number of beds in hospital

etc

- Schedule reflecting description and use of buildings.
- Size of all buildings.

Where mining land is held under separate mining title all details of the activities relating to the title must be stated in full including inter alia- size and description of buildings and improvements that are not deemed to be plant or equipment

#### **7.2.5.5.Agricultural Properties (Including Smallholdings)**

- Farm/ erf number.
- Subdivision number (if applicable).
- Extent of the erf.
- Date of purchase (where available).
- Purchase price (where available).
- Multiple uses (if applicable).
- Name of owner (including part owners).
- Physical / street address of the property.
- Postal address (where available).
- Category (in terms of Section 8(2) of the Act).
- Usage of property.
- Zoning of property.
- Value of property.
- Surveyor General Code.
- Age.
- Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc.
- Description of all buildings including use, condition and functionality.
- Schedule of estimated building sizes.
- Investigation of land claims, land tenure etc.

#### **7.2.5.6.Urban Vacant Land**

- Erf number.
- Subdivision number (if applicable).

- Extent of the erf.
- Date of purchase (where available).
- Purchase price (where available).
- Multiple uses (if applicable).
- Name of owner (including part owners).
- Physical / street address of the property.
- Postal address (where available).
- Category (in terms of Section 8(2) of the Act).
- Usage of property.
- Zoning of property.
- Value of property.
- Surveyor General Code.
- Age.
- Adverse features.
- Positive features.
- Topography/slope.
- Soil conditions.
- Services available.
- View

#### **7.2.5.7 .Registered Leases**

- Erf Number.
- Subdivision number (if applicable).
- Extent of the erf.
- Date of purchase (where available).
- Purchase price (where available).
- Multiple uses (if applicable).
- Name of owner (including part owners).



- Physical / street address of the property.
- Postal address (where available).
- Category (in terms of Section 8(2) of the Act).
- Usage of property.
- Zoning of property.
- Value of property.
- Surveyor General Code.
- Age.
- Relevant characteristics of leasehold.

#### **7.2.5.8. Public Service Infrastructure / Public Open Space**

- Erf Number.
- Subdivision number (if applicable).
- Extent of the erf.
- Date of purchase (where available).
- Purchase price (where available).
- Multiple uses (if applicable).
- Name of owner (including part owners).
- Physical / street address of the property.
- Postal address (where available).
- Category (in terms of Section 8(2) of the Act).
- Usage of property.
- Zoning of property.
- Value of property.
- Surveyor General Code.
- Age.
- All relevant data including description, size and use of buildings.
- All equipment and/or machinery relating to Public Service Infrastructure must be excluded from the valuation process.

### **7.3. General**

7.3.1. Properties sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this bid. Such analysis must be fully documented and made available for internal and external monitoring purposes. Sales are to be distinguished between vacant and improved sales.

7.3.2. Records relating to rentals, vacancies, expenses ratios, capitalization rates, construction costs and any other data that will have a bearing on the influence of market value are to be documented, recorded and analysed during the duration of this contract.

7.3.3. Building plans are to be verified and checked against actual buildings erected on the property and the data collected must reflect an "as is" situation found on the site. Categories of properties as well as multiple purpose properties are to be reflected.

7.3.4. Actual use and town planning zonings are to be reflected. **This includes illegal uses.**

7.3.5. All data collected will be internally monitored, verified and checked by the Municipality on an on-going basis.

7.3.6. The Municipality does not guarantee the accuracy or correctness of any data supplied to the Bidder and it is the responsibility of the Bidder to check and correct any such data supplies.

7.3.7. All data provided, inclusive of the Valuation Rolls must be fully compatible with all the requirements as stipulated in the Standard Chart of Accounts Regulation dated 22 April 2014 (mSCOA) as well as financial billing system of the Municipality. Data must therefore be submitted to the Municipality in a format that is recognizable by Municipal financial system e.g. the suburb codes, erf numbers and subdivisions must correspond with the current data on the system. Before-mentioned, inclusive of any requirements related to data presentation as might be required subsequent to the award of this bid.

### **7.4. The Bidder must**

7.4.1. Value every individually registered property and optionally apportion different usages (multiple purpose usage) on these properties. The different usages, new development and extensions on the properties must be explicitly recorded.

### **7.5. Promotion of Access to Information Act, Act 2 of 2000**

7.5.1. The Bidder, as part of his function in collecting data on behalf of the Municipality, will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000.

7.5.2. In terms of the Promotion of Access to Information Act, the Municipality is obliged to provide certain information to the public

7.5.3. The Bidders will be required to compile a manual as required in terms of Section 51 of the above-mentioned Act.

7.5.4. The Bidder will not be required to provide information obtained in terms of Section 42 of the Act that is of a confidential nature, unless required to do so in terms of Section 44 of the said Act.

7.5.5. The Bidder will however be required to supply any information that is of a general nature appearing in the Valuation Rolls and that is available to the public in the format prescribed by the Municipality.

7.5.6. Confidential Information is to be considered as data specific to a property and unique thereto where such information is not available to the public. Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses and property owner's personal and contact details. Such information may only be disclosed in terms of Section 44 of the Act.

#### **7.6. Confidentiality**

7.6.1. The successful Bidder must commit to strict confidentiality both during and after the valuation task.

7.6.2. In the process of collecting data and information in terms of Section 42 of the Act, the Bidder will have access to sensitive and confidential information. All data accessed, obtained or collected by the Bidder and/or data collectors must at all times be kept confidential and not be disclosed. The Bidder will comply in full with the provisions of Section 44 of the Act.

7.6.3. In addition, data may not be used for personal gain by the Bidder or the Bidder's business, any employee, sub-contractor or any agent of the Bidder or any other person, body or organisation receiving the information or data through the Bidder, or any of their employees or agents.

7.6.4. Failure to comply with these conditions will constitute a breach of contract, which could result in termination of this contract.

#### **7.7. Conflict of interest**

The successful Bidder must ensure that no conflict of interest occurs during the valuation process. In order to comply with Section 43(5) of the Act, the successful bidder must disclose all information regarding any property in which the Bidder (or any members of the enterprise) or any spouse, parent, child, partner or business associate has a personal or private business interest.

#### **7.8. Services required**

7.8.1. To compile and maintain a General Valuation Roll and Supplementary Valuation Rolls for the period. 1 July 2024 to 30 June 2029. (The General Valuation Roll must be

Implemented on 1 July 2024) in terms of the Act, currently as well as any future, related requirements in this regard.

7.8.2. The Bidder, being experienced and suitably qualified in the process of the valuation of properties are expected to compile and maintain the general valuation roll and the supplementary valuation rolls after the general valuation. In this process the Bidder and all appointed valuers and staff involved in the Municipality's valuation process shall, where relevant, comply with the full extent of the Act and the Municipality's Rates Policy.

**7.8.3. The Municipality will also provide a weekly and/or monthly list of properties to be valued. The Bidder will then value the properties and give the valuations within seven (7) working days after the instruction was received. The valuation will then be listed in the next supplementary valuation roll. The Bidder must answer to any valuation related queries within seven (7) days after the query was sent to the Bidder by the Municipality.**

7.8.4. In addition to compiling the said valuation rolls, the Bidder's nominated person/s will be required to assist the Municipality in: -

7.8.4.1. Community Participation and Public Awareness relating to the valuation and objection process.

**7.8.4.2. Attending to Valuation Enquiries on behalf of the Municipality.**

7.8.4.3. Valuation of different categories of properties in terms of Section 9 and the review thereof, if so required by the Municipality.

7.8.4.4. Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2) where applicable. The Municipality requires all properties and leaseholds in its jurisdiction to be valued irrespective whether the property is rateable or not.

7.8.5. The Bidder's nominated person/s will be required to undertake the following functions and/or services:

7.8.5.1. Designate in every Valuation Roll the usage of each property and in the case of Supplement Valuation Rolls, the relevance of Section 78 of the Act.

7.8.5.2. Valuation of multiple purpose properties in terms of Section 9 of the Act and the review thereof.

7.8.5.3. Compile valuations in terms of Section 7(1) of the Act and subject to the provisions of Section 30(2) of the Act, where applicable.

7.8.5.4. Compliance with the provisions of Section 30 of the Act.

7.8.5.5. Compile the Valuation Rolls as at the date of valuation in terms of Section 31 of the Act

- 7.8.5.6. Comply fully with Section 34 of the Act – Functions of Municipal Valuer.
- 7.8.5.7. Comply with Section 36 of the Act – Assume responsibility for the performance of Data Collectors.
- 7.8.5.8. Comply with Section 37 of the Act – delegation where applicable and if necessary.
- 7.8.5.9. Comply with Section 39 of the Act – Qualification of Municipal Valuers.
- 7.8.5.10. Comply with Section 40 of the Act – Prescribed declarations.
- 7.8.5.11. Comply with Section 41 of the Act – Inspection of property within defined days and times.
- 7.8.5.12. Comply with Section 42 of the Act – Access to information.
- 7.8.5.13. Comply with Section 43 of the Act – Conduct of valuers.
- 7.8.5.14. Comply with Section 44 of the Act – Protection of information.
- 7.8.5.15. Comply with Section 45 of the Act – Valuation methodology and paragraph 3.2 hereof.
- 7.8.5.16. Comply with Section 46 of the Act – General basis of valuation.
- 7.8.5.17. Comply with Section 47 of the Act – Sectional Title Schemes
- 7.8.5.18. Comply with Section 48 of the Act – Contents of Valuation Roll including any additional information that the Municipality may require in terms of this bidder.
- 7.8.5.19. Comply with Section 51 of the Act – Objections will be received and recorded by the Municipality.
- 7.8.5.20. Comply with Section 52(1)(3) – Compulsory review.
- 7.8.5.21. Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- 7.8.5.22. Comply with Section 81 & 82 of the Act – The Bidder's Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the Municipality as well as monitoring by the MEC for Local Government in terms of Section 81(1) of the Act and the Minister in terms of  
Section 82(1) of the Act. Such data will be available in a format determined by the Municipality. Subject to Section 81(1B) the municipal valuer must submit a monthly progress report as detailed in Section 34(Aa).

7.8.5.23. Ensure compliance with Standard Chart of Accounts Regulation dated 22 April 2014 (mSCOA)

#### **7.9 Defaults, penalties and retention**

7.9.1. It is a specific condition of this Bid that the Bidder is required to perform his task to acceptable standards and shall be obliged to meet the deadlines and specifications as determined by the Municipality.

7.9.2. In the event of the Bidder not conforming to the standards required by the Municipality as contained in the bid document, the Bidder shall be given thirty (30) days written notice to remedy such default failing which, the Municipality will be allowed to cancel this contract without further notice.

7.9.3. Serious default of this contract shall include, but not be limited to:

7.9.3.1. Non-compliance to submission dates;

7.9.3.2. Breach of confidentiality and/or conflict of interest;

7.9.3.3. Inadequate valuation performance in terms of Section 51 of 52 of the Act and/or the results of any Valuation Appeal Board herein arising from this bid document;

7.9.3.4. Dishonesty; and

7.9.3.5. Corruption

7.9.4. In the case of dishonesty or corruption, the Municipality may terminate this appointment with immediate effect on receipt of proof of a conviction. In all of the other events, the Municipality will give the Bidder thirty (30) days' notice to remedy such default, failing which the Municipality shall cancel this bid without further notice.

7.9.5. The Municipality shall in either situation of: inadequate valuation performance being suspected by the Municipality and/or inadequate valuation results arising from internal, provincial or national monitoring, have the right to appoint a registered professional valuer of not less than ten (10) years registration to act as an adjudicator on behalf of the Municipality to investigate their suspicion. Such person shall consider the merits of the allegations made by the Municipality.

7.9.6. The nominated person as well as the Bidder shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator.

7.9.7. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not. The findings of the adjudicator will be handed to the Municipality, the nominated person and Bidder. The Municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Bidder. The nominated person and/or Bidder shall have the right to reply in full to any

questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Bidder and nominated person.

7.9.8. Should the Municipality suffer any losses as a result of the default of the Bidder and/or the nominated person/s, the Municipality shall further be entitled to recover all costs of damages, as well as the cost of re-appointing alternative valuers and other financial losses suffered by the Municipality, as a result of the default of the Bidder and/or the nominated person/s, for the Bidder.

7.9.9. The Municipality shall in addition to any of its other rights to claim damages from the Bidder, be entitled to enforce the penalties detailed in section 6.2 of this document.

#### **7.10. Penalties**

7.10.1. Upon failure to comply with deadlines as agreed upon in this contract, the valuer will be fined retrospectively to the agreed date on a daily basis to the amount of R10 000.00 (Ten thousand Rand) per day until the terms of the agreement have been fulfilled. This step will be enforced notwithstanding the Municipality's rights and remedies and the right to claim damages.

7.10.2. Should it be apparent to the Municipality that, after the valuer has been advised in writing by the Municipality, the valuer is in default in complying with the deadlines as detailed in Section 7.24 of this bid document and that the valuer has failed to rectify such default within the amended time limit set by the Municipality, then in such event the Municipality shall be entitled to cancel the contract and appoint a substitute valuer. In such event, the valuer will supply the Municipality with all data collected in his possession and the Municipality reserves the right to offset any payment due to the valuer against the cost of appointing another person to fulfil the requirements of this bid. If the cause of delay is due to the Municipality not supplying the valuer with agreed data, or other delays caused by the Municipality themselves, then in such event, the Municipality shall not be entitled to enforce this clause.

#### **7.11. Retention**

The Municipality shall retain an amount equal to ten per cent (10%) of all payments made. Such retentions shall be paid over to the valuer/contractor within twenty-one

7 days of the Final Delivery Certificate having been issued by the Municipality in terms of the definition hereof.

#### **7.12. Insurance**

The Bidder must submit proof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1 000 000.00 and Public Liability Insurance held by the Bidder for a minimum value of R5 000 000.00

#### **7.13. General valuation summary**

7.13.1. This bid requires a General Valuation Roll to be compiled in terms of Section 34(b) of the Act together with the compilation of annual Supplementary Valuation Rolls.

7.13.2. The following is a summary of the estimated number of properties to be valued:

Item no	Description	Estimated no. of properties
1	Residential properties (excluding Sectional Titles and RDP)	10767
2	Residential Sectional Titles)	226
3	RDP Houses	
4	Business and Commercial Properties (excludes Industrial and Sectional Titles)	321
5	Business and Commercial Sectional Titles	16
6	Agricultural properties (including small holdings)	4479
7	State owned – use for Public Service Purposes	56
8	Public Service Infrastructure (PSI)/Public Open Space (POS)	203
9	Public Benefit Organisations	5
10	Multiple purpose properties	116
11	Vacant Land	7207
12	Municipal properties (including vacant land, PSI, etc.)	
13	Protected Areas	6



14	Mining properties	37
<b>TOTAL ESTIMATED NUMBER OF ENTRIES</b>		23439
	<b>Description</b>	<b>Number</b>
15	Number of objections received (General Valuation & 2 years Supplementary Roll)	500
16	Number of appeals received (General Valuation & 2 years Supplementary Roll)	100
17	Preparation and consulting with professionals appointed by the Municipality for specific appeals	Per hour
18	Attendance at appeals board meetings	40 hours
19	Valuations requested by the Municipality for other than rating purposes	60
<b>Item no</b>	<b>Description</b>	<b>Estimated no. of properties</b>
20	Total additional copies of Valuation Roll requested from	5

**PLEASE NOTE: The abovementioned quantities are based on historical data: it only serves as indication of possible future requirements and must not be regarded as the actual quantities.**

7.13.3. The Bidder shall base their bid on the estimated number of entries above. Upon submission of the certified General Valuation Roll by the contractor, an adjustment based on the actual number of entries as reflected in the Property Master will be made calculated on the type of category relating to the entry under item 1.1 to 1.20 of the Pricing Schedule hereof.

#### **7.14. Supplementary valuations**

7.14.1. A Supplementary Valuation Roll must be compiled at least once a year for the periods:

7.14.1.1.01 July 2024 to 30 June 2025

7.14.1.2.01 July 2025 to 30 June 2026

7.14.1.3.01 July 2026 to 30 June 2027

7.14.2. The Bidder will be required to submit a certified Supplementary Valuation Roll to the Municipal Manager no later than three (3) weeks after the end date as determined by the Municipality.

7.14.3. The Municipality will require that the Bidder maintain a register of all Supplementary Valuations in the course of being compiled by the Bidder.

7.14.4. All terms, conditions and references applicable to the compilation of the General Valuation Roll shall be applicable to the compilation of the Supplementary Valuation Rolls.

7.14.5. The cost of compiling Supplementary Valuation Rolls and the maintenance thereof shall be based on the fees as set out in the Pricing Schedule.

#### **7.15.Objections**

The Bidder must comply with the provisions of Section 51, 52 and 53 of the Act. The cost of complying with the objection process is reflected in the Pricing Schedule.

#### **7.16.Appeals**

The Bidder must attend all hearings of the Valuation Appeal Board. The cost of attending the hearings is reflected in the Pricing Schedule.

#### **7.17.Information and services to be provided by the Municipality and/or the bidder**

7.17.1 Upon appointment, the Municipality will provide the Bidder with the following data:

7.17.1.1.Current General Valuation Roll.

7.17.1.2.Copies of all Supplementary Valuation Rolls.

7.17.1.3.Other available data such as field sheets, valuation records etc.  
(Immediately when these are available).

7.17.2. Data relating to the compilation of valuation rolls.

**Note:** If the Bidder decides to make use of aerial photography and/or satellite imagery, the cost of this must be included in the total Bid amount. Aerial photography and/or satellite imagery will not be supplied by the Municipality and the Municipality will not refund any costs that the Bidder might incur by obtaining these aids.

The Municipality will make the following data and information available to the Bidder.

7.17.1.1.	General Valuation Roll
8	Building plans
8	Property information as recorded on the Municipal Billing System. Deeds information for certain properties (difficult cases/disputes).

- Geographic Information Systems (GIS) maps and Surveyor General (SG) Codes.
- Copies of all consent use applications approved.
- Copies of all township applications, rezoning, subdivisions, consolidations and notaries approved by the Municipality.
- Copies of all policy decisions relating to immovable property within the Municipality.
- Lists of all new water & electricity connections for specified period.
- Development plans
- List of registrations/sales data for specified period.
- Monuments and heritage buildings.
- Occupation certificates where needed and available.
- Reports on properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements.
- Town planning schemes.
- Municipal Property Rates Policy

#### **7.17.1.2. Supplementary Valuation Rolls**

- Monthly schedule of completed buildings, buildings & building plans.
- Deeds information downloads in respect of property changes
- GIS maps where needed
- Monthly copies of all consent use applications approved
- Monthly copies of all township applications approved
- Monthly copies of all township applications, rezoning, subdivisions, consolidations and notaries approved by the Municipality.
- Monthly copies of all policy decisions relating to immovable property within the Municipality
- Monthly list of all new registrations/sales data
- Monuments and heritage buildings declared from time to time
- Occupation certificates where needed and available

9 Reports on properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements-on-going basis.

9 With each approved Township Proclamation or opening of a Township Register: a copy of the proclamation notice, the amendment scheme and services agreement.

9 Municipal Property Rates Policy

#### **7.18.Printing and binding of valuation rolls**

The Bidder shall be responsible for providing **fourteen (14)** certified copies of the General and Supplementary Valuation Rolls. The Valuation Rolls shall be printed in A4 format, back to back, suburb by suburb and shall be appropriately indexed. The Valuation Rolls shall be spirally bound and each volume shall be numbered and contain a cover and back page. The printing and binding of the Valuation Rolls shall be for the account of the Bidder. In addition, the Bidder shall provide the Municipality with an electronic copy in Excel format as well as a PDF format of the Valuation Rolls on the date of submission of the printed versions. Additional copies of the General Calculation Roll and/or Supplementary Valuation Rolls will be supplied by the Bidder at a cost as indicated in the Pricing Schedule attached to this document.

#### **7.19Valuation system**

The Bidder must submit a detailed inventory on its computer systems and equipment to prove compliance with this bid.

#### **7.20.General**

The Bidder must confirm to the Municipality that its valuation system will be adequately capable of producing the General and Supplementary Valuation Rolls, The minimum, requirements of the

Valuation System must be as follows: -

7.20.1. The Valuation System must be compatible with the financial system of the Municipality. Format as per mSCOA as referred to in section 7.3.7.

7.20.2. The Valuation System must have an audit trail and the system must be able to verify all data that has an influence on values.

7.20.3. It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.

7.20.4. The Valuation System must be capable of recording objections and appeals and must reflect:

7.20.4.1. Name of objector

7.20.4.2. Name of owner

7.20.4.3. Contact details

- 7.20.4.4. Objection number
- 7.20.4.5. Entry required by objection
- 7.20.4.6. Decision of valuer
- 7.20.4.7. Reasons of valuer
- 7.20.4.8. Decision of Valuation Appeal Board

7.20.4.9. Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

7.20.5. The Valuation System must be capable of storing inter alia: Building plan data where used in the valuation process and all other pertinent data. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this bid, pertaining to that erf can be extracted by reference to that erf.

7.20.6. The Valuation System must also be able to extract property information e.g. information on the number of vacant properties, and other information that the Municipality may require for statistical purposes.

#### **7.21.Data collection and data collection system**

7.21.1. The Bidder will be fully responsible to obtain all data necessary for the Bidder to compile the Valuation Roll and Supplementary Valuation Rolls.

7.21.2. The data collected by the Bidder must be capable of being checked, audited, verified and monitored.

7.21.3. The Municipality will establish or have established whether the standard of data collection is accurate and in accordance with generally accepted valuation standards suggested by either

The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognised South African bodies relating to the valuation profession.

7.21.4. If the findings of the Municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the Municipality will give the Bidder thirty (30) days written notice setting out their findings and request the Bidder to rectify such default, failing which the Municipality shall be entitled to cancel the services of the Bidder.

7.21.5. The Bidder will be given the opportunity to explain to the Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by the Bidder.

**7.21.6. All data collected by the Bidder, regardless of the format, is the property of the Municipality.**

7.21.7. The collection of data on behalf of the Municipality is critical and vital in the determination of true and accurate municipal valuations.

7.21.8. Where the Bidder has made use of aerial photography and or satellite imagery utilises at his discretion and/or supplied by him either voluntarily or on behalf of the Municipality, such aerial photographs and/or satellite imagery will become the data of the Municipality and the Bidder shall have no lien thereon.

7.21.9. Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, the Bidder will be required to do a physical inspection of all properties in the jurisdiction of the Municipality.

7.21.10. In the case of each valuation, the following data will be collected and documented by the Bidder:

- Suburb
- Erf number
- Subdivision
- Valuation
- Account number
- SG21 Code
- Extent of property
- Name of owner (including part owners)
- Physical address of property
- Postal address (where applicable)
- Category (in term of section 8 of the Act and the Municipality's Rates Policy)
- Multiple uses (if applicable)
- Use of property
  - Market value of property
  - Date of purchase (where available)
  - Purchase price (where available)

**7.22. Data maintenance and disaster recovery plan**

7.22.1. The Bidder shall ensure in writing that the data protection policy implemented by the Bidder is within the specifications and requirements of the Municipality for the

full period of this contract. All data collected by the Bidder is the property of the Municipality. The Bidder will be required at all times to fully protect such data against theft, data corruption, data espionage and data loss and complies to the Protection of Personal Information (PoPI) Act.

7.22.2. The maintenance and protection of data on behalf of the Municipality is crucial. The Bidder will ensure that all data protected and backed up is capable of being restored and re-installed into the Valuation System of either the Municipality or the Bidder in less than seven (7) working days from date of data disaster. The Bidder must have and relay their backup procedures and ensure that it aligns with that of the Municipality, inclusive of regular backup schedules, regular (at least quarterly) restore testing, and reports that report on such metrics.

7.22.3. Where the Bidder utilizes data collection methods such as aerial photographs, electronic measurements, GIS etc. such data will also have to be fully protected and capable of restoration in the event of a data disaster. All such data will be made available to the Municipality in a format specified by the Municipality.

7.22.4. The Municipality reserves the right to appoint either its own officials to assess the data protection and disaster recovery procedure or appoint independent specialists to evaluate and consider the merits and adequacy of the plan as set out in this document.

7.22.5. The Bidder will comply with the following minimum requirements for data protection and data recovery:

a. The Bidder will ensure that all data collected manually on paper is scanned into PDF document "read only" format.

b. The Bidder shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.

c. The Bidder shall enforce all other static documents formats are set as "read only" and set the relative permissions on GIS and all third party data.

d. All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.

e. The Bidder will ensure that all servers hosting the documents referred to in this paragraph and schedule are protected and accessed at server level by the Bidder/s appointment network administrator's only.

- The Bidder will ensure strong password protection at the administrator level on the servers referred to in this section and that it will comply with the

Municipality's password settings and parameters, such as minimum length, complexity, lockout and retry thresholds.

- The Bidder will ensure that all metadata stored in custom designed relational databased systems, cannot be altered once entered into the database and must be

protected by the maximum levels of protection recommended by the manufacturers and as set out in this document.

h. All data output from a relational database system will be provided and made available in an approved format to the Municipality.

(iv) The Bidder will ensure that all data is backed up on a daily basis and verified.

(v) The Bidder will comply with all Municipal, ICT and Auditor General requests for information within the required times.

#### **7.23.Data Transfer**

7.23.1. Data must be compatible with the financial billing system and any requirements in terms of mSCOA as referred to in section 7.3.7.

7.23.2. Bulk data transfer must be made available to the Municipality in the format specified by the Municipality at any time.

7.23.3. The Bidder will ensure secure site protocols are enforced for all website/internet available data.

#### **7.24.Key Task Functions**

7.24.1. The Bidder(s) will be required to follow the stages set out below and comply with the following deadlines with regards to the General Valuation Roll.

7.24.2. The Bidder must answer to any valuation related queries within one (1) day, after the query was send to the Bidder by the Municipality.

7.24.3. Any changes in the deadlines are to be agreed upon by both parties and be confirmed in writing.

STAGE	DESCRIPTION	DEADLINE (DATE)
1	Initial data collection, property information on billing system, existing Valuation Roll download, establishment of master file, comparison between newly created property master and existing municipal valuation records.	15 July 2023
2	Obtain new data necessary to compile valuations: Includes inspection, data capture, sales, measurements, rentals, expense ratios, etc.	3 August 2023
3	Compile valuations	3 October 2023



4	Submission of the Draft General Valuation Roll: Monitoring of the roll by both the Bidder and the Municipality	2 November 2023
5	Correction to the Draft General Valuation Roll and Submission of the certified General Valuation Roll to the Municipal Manager	3 January 2024
6	Completion of the Objections process as prescribed in the Act	3 April 2024
7	Completion of the Appeals process as prescribed in the Act	30 June 2024
8	Implementation of the General Valuation Roll by the Municipality	01 July 2024
9	Submit all data or copies thereof to the Municipality and the issuing of a final delivery certificate	2 August 2024

#### 7.24.4. Requirements per stage

Accurate data collection is critical during the duration of the entire contract. The Bidder will have to ensure that the data collected can be monitored and verified by the Municipality. Critical data that has a direct effect on valuations, i.e. size, zoning, values, etc. must be able to be fully audited by way of an acceptable audit trail.

Failure to meet the initial deadlines will result in a cumulative knock-on effect with regard to the submission of the certified roll and subsequent rendering of Municipal rates and taxes accounts.

Although stages may overlap each other, it is critical that each stage be completed within the prescribed deadlines. Deadlines may only be changed with the written approval of the Municipality.

##### 7.24.4.1.

#### STAGE 1: Initial Data Collection

Obtain the following:

- 15 Copy of the current General Valuation Roll.
- 16 All Supplementary Valuation Rolls.
- 17 Cadastral information.
- 18 All the property information from the Municipal billing system.
- 19 Download all data onto the Bidder's Valuation System create property master.
- 20 Download other data in terms of Section 48(2).
- 21 Order aerial/satellite photographs - not provided by the Municipality.

#### **7.24.4.2.STAGE 2: Obtaining New Data:**

This Stage includes inspections, measurements, extracting sales, completing field sheets, completing data capture forms, updating of historic sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.

#### **7.24.4.3.STAGE 3: Valuation Compilation:**

Analysis of all data and compiling of valuations.

#### **7.24.4.4.STAGE 4: Submission of the Draft General Valuation Roll:**

The Draft General Valuation Roll must be internally monitored by both the Bidder and the Municipality.

#### **7.24.4.5.STAGE 5: Corrections to the Draft General Valuation Roll and Submission of the Certified General Valuation Roll to the Municipal Manager:**

The draft Valuation Roll must be amended and/or corrected if necessary after internal monitoring, both by the Bidder and the Municipality. This includes cross boundary monitoring within the Municipal area if applicable and a review of sales and valuations between date of commencement of the process and date of valuation.

After correcting the draft Valuation Roll, and after receiving confirmation from the Municipality that all is in order, the Bidder shall bind and certify the roll for submission to the Municipal Manager.

#### **7.24.4.6.STAGE 6: Completion of the Objections Process:**

The Bidder will be obliged to attend to the following:

- JJ. Receive objections in terms of Section 50(5) of the Act.
- KK. Comply with Section 51 and where Section 52(1) is applicable, comply with Section 52(a) of the Act.
- LL. Comply with Sections 53(1) and 53(3) of the Act.

#### **7.24.4.7.STAGE 7: Appeals Process:**

In terms of Section 34(f) of the Act, the Bidder shall be obliged to attend all sittings of the Valuation Appeals Board.

#### **7.24.4.8.STAGE 8: Implementation of the General Valuation Roll by the Municipality:**

The Bidder will be available during the week of 1 July 2024 and 2 weeks thereafter to answer any queries that might arise from the Municipality with regards to the implementation of the Valuation Roll.

#### **7.24.4.9. STAGE 9: Submission of all Data or Copies thereof to the Municipality & the Issuing of Final Delivery Certificate**

The Bidder will have to ensure that within 30 (thirty) days of the implementation of the General Valuation Roll and each Supplementary Valuation Roll and thereafter, that a copy of all data in their possession has been provided to the Municipality in both an electronic and hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.

To enable the Municipality to issue a final delivery certificate, the Bidder shall issue a signed declaration that he has transferred copies of all data in electronic and hard copy format to the Municipality and will continue to do so at monthly intervals thereafter. The final delivery certificate will only be issued once Stages 1 – 8 have been completed to the satisfaction of the Municipality.

#### **7.25 General**

7.25.1. Sales are to be comprehensively inspected and analyzed during the compilation and maintenance phase of the general valuation process.

7.25.2. Such analysis is to be fully documented and made available for internal and external monitoring purposes.

7.25.3. Records relating to rentals, vacancies, expense ratios, capitalization rates, construction costs and any other data that will have a bearing on the influence of market value are to be documented, recorded and analysed during the valuation process.

7.25.4. Sales are to be recorded and distinguished between vacant and improved sales.

7.25.5. If building plans are used, they are to be verified and checked against actual buildings erected on the property and the data collected must reflect an “as is” situation found on the site. Categories of properties as well as multiple purpose properties are to be reflected.

7.25.6. Actual use and/or town planning zonings are to be reflected.

7.25.7. All data collected will be internally monitored, verified and checked by the Municipality on an ongoing basis.

7.25.8. The Municipality does not guarantee the accuracy or correctness of any data supplied to the Bidder and it is the responsibility of the Bidder to check and correct any such data supplied.

7.25.9. The Bidder must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 3.2 hereof. The valuation roll must be capable of being adapted to other systems of the Municipality.

#### **7.26 Payment.**

7.26.1. General Valuation Roll:

The Municipality will pay the Bidder on progress basis measured against performance of each stage with regards to the General Valuation Roll.

**Note:** First payment must be claimed after 1 July 2022 on any deliverables received.

Stage N	Description	%Payment of total bid amount for the General Valuation Roll	Payment or Completion	Payable in Interim Payments
1	Initial Data Collection (Refer to paragraph 7.24.3.1)	N/A	N/A	N/A
2	Obtaining new data (Refer to paragraph 7.24.3.2)	20	N/A	On certification and approval of progress by the Municipality. Payment of a prorata portion of the 20% to be calculated as a percentage (%) of properties completed and proof and information thereof received. (First payment to be claimed after 1 July 2023)
3	Valuation compilation (Refer to paragraph 7.24.3.3)	20	N/A	On certification and approval of progress by the Municipality. Payment of a prorata portion of the 20% to be calculated as a percentage (5) of properties completed and proof and information thereof received. (First payment to be claimed after 1 July 2022.)
4	Submission of the draft General Valuation Roll (Refer to paragraph 7.24.3.4)	10	✓	N/A

	<b>%Payment of</b>	
<b>Description</b>	<b>total bid</b>	<b>Payable in Interim Payments</b>

amount for  
the General

			Valuation Roll		
5	Corrections to Draft Roll and Submission of the certified General Valuation Roll to the Municipal Manager (Refer to paragraph 7.24.3.5)	20	✓	N/A	
6	Completion of the Objections process (Refer to paragraph 7.24.3.6)	10	✓	N/A	
7	Valuation appeal board hearings (Refer to paragraph 7.24.3.7)	10	✓	N/A	
8	Implementation of Valuation Roll by the Municipality of a final delivery certificate (Refer to paragraph 7.24.3.8)	N/A	N/A	N/A	
9	Submission of data to the Municipality and issuing by the Municipality of a final delivery certificate (Refer to paragraph 7.24.3.9)	10	✓	N/A	

#### 7.26.2. Supplementary Valuation Rolls

Stage no.	Description	Payable on Completion
1	Submission of the certified Supplementary Valuation Rolls	Payment as per the Pricing Schedule less 10% of the total amount due.

2	Completion of the Objection of the Objections process	Payment as per the Pricing Schedule less 10% of the total amount due.
3	Completion of the Appeals process	Payment as per the Pricing Schedule less 10 % of the total amount due.
4	Submission of all updated data to the Municipality	Payment of the 10% withheld in Stages 1 – 3

Please note that 10% of all payments due in Stages 1 – 3 will be withheld and paid during stage 4.

#### 7.27. Methodology and Time Frame

A proposed project work plan must be provided with the Bidder submission, which must be of sufficient detail (but preferably not more than 2 pages in length) to indicate that the project brief has been understood. The Bidder must indicate the approach and methodology that they intend following in order to reach the required outcome within the specified time frames.

#### 7.28. Allocation of Resources

The Bidder must indicate what IT & HR resources they have available. Proof of acceptable IT infrastructure must be attached hereto and proof of sufficient and capable human resources to complete the projects must be attached hereto.

### 17 INFORMATION TO BE PROVIDED BY THE BIDDER

- 8.1. Completed schedules included in bid document
- 8.2. Annual Financial Statements
- 8.3. Proof of Professional Indemnity Insurance to the value of R1m
- 8.4. Proof of Public Liability Insurance to the value of R5m
- 8.5. Membership certificates, e.g. proof of registration with the SA Council for the Property Values Profession.
- 8.6. Proof of qualification of bidder

## 9 PRICING

- 9.1. In the case where there is a discrepancy or arithmetical errors, the Total Price and line item will be corrected.



I, the undersigned, who warrants that I am duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule and attachments hereto are within my personal knowledge and are to the best of my belief both true and correct.

I, the undersigned, who warrants that I am duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule and attachments hereto are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

Employer (Name, Tel, Fax, Email)			Nature of work	Value of work (Incl. VAT)	Date started	Date completed

<b>Name of entity</b>					
Contact					
Person 1.					
Tel					
Fax					
Email					
<b>Name of entity</b>					
Contact					
Person 2.					
Tel					
Fax					
Email					
<b>Name of entity</b>					
Contact					
3. Person Tel					
Fax					

Email					
<b>Name of entity</b>					
Contact Person					
4. Tel					
Fax					
Email					

Attach more pages if necessary.

## Pricing Schedule

### PRICING SCHEDULE

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Thabazimbi Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Thabazimbi Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

### PRICING SCHEDULE:

Total Price :

**PLEASE COMPLETE PRICING SCHEDULE ON NEXT PAGE:**

**MUNICIPALITY**

Item #	Description	How to Bid	Rate per entry	Quantity	Total (Incl. VAT)
<b>1</b>	<b>General Valuation Roll</b>				
1.1	Residential properties (excluding Sectional Titles and RDP)	Rate per entry		23598	
1.2	Residential Sectional Titles	Rate per entry		2251	
1.3	RDP Houses	Rate per entry		7000	
1.4	Business and Commercial Properties (excluding Industrial and Sectional Titles)	Rate per entry		1247	
1.5	Business and Commercial Sectional Titles	Rate per entry		327	
1.6	Agricultural properties (Farms used for agricultural or other purposes, including small holdings)	Rate per entry		166	
1.7	State owned – use for Public Service Purposes	Rate per entry		364	
1.8	Public Service Infrastructure (PSI) / Public Open Space (POS)	Rate per entry		569	
1.9	Public Benefit Organisations	Rate per entry		151	

1.10	Multiple purpose properties	Rate per entry		72	
1.11	Vacant Land	Rate per entry		5312	

1.12	Municipal properties (including vacant land, PSI, etc)	Rate per entry		2082	
1.13	Protected Areas (Nature Conservation areas)	Rate per entry		174	
1.14	Mining properties	Rate per entry		19	



## MUNISIPALITEIT

## MUNICIPALITY

Item #	Description	How to Bid	Rate per entry	Quantity	Total (Incl. VAT)
2	<b>Supplementary Valuations</b>				
2.1	<b>*Supplementary Valuations</b> (Including Section 53 (3) of the Act: If the appeal board amends or revokes the decision, the chairperson of the appeal board and the valuer of the Municipality must ensure that the valuation roll is adjusted in accordance with the decisions taken by the appeal board)	Rate per entry		100	
2.2	<b>*Objections:</b> Section 51 of the Act: Processing of objections (a) consider objections in accordance with a procedure that may be prescribed; (b) decide objections on facts, including the submissions of an objector, and, if the objector is not the owner, of the owner; and (c) adjust or add to the valuation roll in accordance with any decisions taken.	Per objection		500	
3	<b>Appeal Board Hearings</b>				
3.1	*Preparation and consulting with professionals appointed by the Municipality for <u>specific appeals</u>	Per valuer per hour		1 hours	
3.2	*Attendance at appeals board meetings	Per valuer per hour		40 hours	
4	<b>*Valuations requested by the Municipality for other than rating purposes</b>	Rate per valuation		60	
5	<b>*Additional copies of Valuation Roll</b>	Per additional copy		1	

Please note:

The tender will be evaluated on the total estimated amount.  
The rates per item will be awarded

**EVALUATION PROCESS AND CRITERIA****BID NO: BTO/03/2022-23****BID DESCRIPTION: THE APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION AND MAINTENANCE OF A GENERAL VALUATION AND SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF THREE (3) YEARS**

The following evaluation process and criteria will be used to evaluate all bids submitted:

**1. Administrative Compliance – Phase One**
**SPECIAL DISQUALIFICATION CRITERIA**

4.1 All bids duly lodge. Will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

**4.2 Critical criteria**

The following critical criteria have been identified for this bid and any non-compliant thereto will lead to the bid regarded as non-responsive and disqualified from further evaluation:

- Provide Central Supplier Database (CSD) number / JV Complaint CSD (Attach registration summary report)
- Power of attorney / authority for signatory of JV.
- Bid amount must be clearly written in front of tender document.
- Company registration documents.
- Certified ID copies of all directors of the company/members / shareholder of the business (if JV both)
- Certified copies of Cipro Documents (If JV ,for Both)
- Proof of , maintaining a business bank accounts or original cancelled cheque or originally Stamped bank confirmation (If JV, a joint venture should be provided)
- Signed and initialized JV Agreement
- Company professional indemnity insurance
- Organogram, curriculum vitae and certified qualification of key personnel
- Non Alteration to the bid document of submission of a copy of the original bid.
- Company / JVC audited Financial Statement
- Attach Original B-BBEE certificate or sworn affidavit
- All pages must be initialized and signed
- Proof of Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1 000 000.00
- Proof of Public Liability Insurance for a minimum value of R5 000 000.
- A certified copy of the registration certificate with the South African Council for the Property Valuers Profession.
- All data provided , inclusive of the Valuation Rolls must be fully compatible with Standard Chart of Account Regulations dated 22 April 2014 (MSCOA) as well as Municipality financial billing system of the Municipality.
- Completed and signed Invitation to bid (MBD1)
- Completed and signed Tax Clearance Certificate Requirements (MBD2)
- Completed and signed Pricing Schedule (MBD3)
- Completed and signed declaration of interest (MBD4).
- Completed and signed declaration for procurement above R10 million (MBD5).
- Completed and signed preferential procurement form (MBD6)
- Completed and signed Contract form – purchase of goods / works (MBD7)
- Completed and signed declaration on the past SCM practices (MBD8).
- Completed and signed certificate of independent bid determination (MBD9).
- Proof of Municipal rate and taxes not older than three (3) months or valid lease agreement or letter from Tribal authority also not older than three months.
- In case of a Joint Venture Association or Consortium a formal contract agreement must be signed.
- Proof of shareholders disability.

NB: BIDDERS WHO FAIL TO COMPLY WITH EITHER OR ALL OF THE ABOVE MENTIONED REQUIREMENTS SHALL BE AUTOMATICALLY DISQUALIFIED

**ANNEXURE “C”****CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, THABAZIMBI LOCAL MUNICIPALITY

FROM: \_\_\_\_\_ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of Director/Shareholder/Partner the	Municipal Account No.

**NB: Please attach certified copy(ies) of ID document(s)**

\_\_\_\_\_

**Signatory**

\_\_\_\_\_

**Date****Witnesses**

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Full Names****Signature****Date**

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Full Names****Signature****Date**

**ANNEXURE "D"**

**AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

TO: MUNICIPAL MANAGER, THABAZIMBI LOCAL MUNICIPALITY

FROM: \_\_\_\_\_ (Name of the Bidder or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorise the Thabazimbi Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at \_\_\_\_\_ Date \_\_\_\_\_ Month \_\_\_\_\_ 20 \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Thus done and signed for and on behalf of the bidder/Contractor

\_\_\_\_\_

**Signatory**

\_\_\_\_\_

**Date**

**Witnesses**

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Full Names**

**Signature**

**Date**

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Full Names**

**Signature**

**Date**

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: .....

CLOSING DATE: .....

CLOSING TIME: .....

DESCRIPTION.....

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....

.....

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

.....

FACSIMILE NUMBER

CODE

NUMBER.....

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)  
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)  
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

☐

☐

☐

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

YES/NO  
(IF YES ENCLOSE PROOF)

SIGNATURE

OF

BIDDER

.....

DATE

.....

CAPACITY

UNDER

WHICH

THIS

BID

IS

SIGNED

.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** .....

**Department:** .....

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

- 9 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 10 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 11 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 12 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 13 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 14 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

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



ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....  
.....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number.....
Closing Time .....	Closing Date .....

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

ITEM QUANTITY NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY	**(ALL APPLICABLE TAXES INCLUDED)
----------------------	-------------	---------------------------	--------------------------------------

- Required by: .....
- At: .....
  
- Brand and model .....
- Country of origin .....
  
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

[illegible]

**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE**  
**(Professional Services)**

Name of Bidder:.....	Bid Number: .....
Closing Time: .....	Closing Date .....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

	R-----	
	R-----	
	R-----	
	R-----	
	R-----	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

	R-----	----- days
	R-----	----- days
	R-----	----- days
	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....

\*\*\*"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid .....
7. Estimated man-days for completion of project .....
8. Are the rates quoted firm for the full period of contract? ..... \*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

\*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 yes, furnish particulars. ....

.....

<sup>1</sup>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.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between  
Any other bidder and any persons in the service of the state who  
May be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers,  
Principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors  
trustees, managers, principle shareholders or stakeholders  
in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers,  
principle shareholders, or stakeholders of this company  
have any interest in any other related companies or  
business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder



**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing?
  - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
 

.....

.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
  - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
  - 2.2 If yes, provide particulars.
 

.....

.....

.....

.....

\* Delete if not applicable

**\*YES / NO**

- 3 Has any contract been awarded to you 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?
  - 3.1 If yes, furnish particulars
 

.....

.....

4. Will any portion of goods or services be sourced from outside

**\*YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be Transferred out of the Republic?

4.1 If yes, furnish particulars

.....  
.....

#### 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

.....  
Position

.....  
Name of Bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003

(Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

#### 4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of bid under consideration  
Pt = Price of bid under consideration  
Pmin = Price of lowest acceptable bid

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

##### 4.3 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**6. BID DECLARATION**

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**8. SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>	<p><b>LOCAL PRODUCT</b></p> <p>form part of all bids content are used</p>	<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b> .....</p> <p>.....</p>
---	---	--

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

## 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

### 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

Does any portion of the services, works or goods offered have any imported content?

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):



Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON  
NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT  
RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER 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 supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser 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);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - 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) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(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 declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. 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 - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

# CONTRACT FORM - RENDERING OF SERVICES

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

## PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. 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.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM .....  
DATE .....

<b>WITNESSES</b>	
<b>1</b>	.....
<b>2</b>	.....
<b>DATE:</b>	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

4. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

**NAME (PRINT)** .....

**SIGNATURE** .....

**OFFICIAL STAMP**

**WITNESSES**

**1** .....

**2** .....

**DATE:** .....

## 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)

13. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... 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.
14. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (vii) 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;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
15. 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.
16. 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.
17. I undertake to make payment for the goods/works as specified in the bidding documents.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
19. I confirm that I am duly authorised to sign this contract.

**NAME (PRINT)** .....

**CAPACITY** .....  
**SIGNATURE** .....

**NAME OF FIRM** .....

**DATE** .....

#### WITNESSES

**1** .....

**3.** .....

**DATE:** .....

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

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

7. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the purchase of goods/works indicated  
hereunder and/or further specified in the annexure(s).

8. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

3. ....

4. ....

DATE .....



**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.**

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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <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>	Yes <input type="checkbox"/>	No <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:		
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

# 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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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**

