



THABAZIMBILOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE LAND AUDIT FOR THABAZIMBI LOCAL MUNICIPALITY FOR A PERIOD OF 12 MONTHS 2025/26 FY

BIDNUMBER	PED/01/2025-26
NAMEOFBIDDER	
ADDRESS	
TELEPHONENUMBER	
CELLPHONENUMBER	
FAXNUMBER	
E-MAILADDRESS	
CONTACT PERSON	MAAA
BBBEELEVEL	
CSDNUMBER	
VATNUMBER	
BIDAMOUNT	
CLOSINGDATE	04 th August2025
CLOSINGTIME	12h00pm

SCHEDULE OF CONTENTS

BID NOTICE

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THABAZIMBI LOCAL MUNICIPALITY

MUNICIPAL MANAGER OFFICE

(For publication on Competitive bidding process the Municipal notice board, Newspaper,
website and e-tender portal)

BID No	Bid Description	Evaluation criteria		Contact Persons:	CIDB :	Compulsory Briefing	Document availability date	Closing Date and Time
PED/01/2025-26	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE LAND AUDIT FOR THABAZIMBI LOCAL MUNICIPALITY 2025/26 FY	ITEM		PED Enquires: O. LITHOLE – 078 928 0722 T. SIMANGO – 067 613 640 Procurement Enquires: L. Molesioa – 064 803 5358 V. Makobe – 072 826 5897	N/A	N/A	23 July 2025	04 August 2025 @ 12:00
		Capacity and expertise of key personnel - Relevant Postgraduate qualification in GIS or Spatial Information Management 5 Points - Relevant Degree in GIS or Spatial Information Management 3 Points - Relevant National Diploma in GIS or Spatial Information Management 2 Point -No Relevant qualification 0 Points - Relevant Postgraduate qualification in Town/Urban and Regional Planning 5 Points - Relevant Degree in Town/Urban and Regional Planning 3 Points - Relevant National Diploma in Town/Urban and Regional Planning 2 Point -No Relevant qualification 0 Points Registration with South African Geomatics Council (SAGC) 5 Points No Registration with South African Geomatics Council (SAGC) 0 Points Registration with South African Council of Planners (Minimum of 2 Planners) 5 Points -No Registration with South African Council of Planners	20					

		<div>(Minimum of 2 Planners) 0 Points</div> <div>Attach relevant certificates.</div>							
		<div><div>Previous experience</div><div>Proven track record of experience in compiling and completing at least 7 similar projects - 20 Points</div><div>-Proven track record of experience in compiling and completing 3-4 similar projects - 15 Points</div><div>-Proven track record of experience in compiling and completing 1-2 similar projects - 10 Points</div><div>-No track record of experience- 0 Points</div><div>Attach completion certificate or letter of reference and appointment letter from previous employer.</div></div>	20						
		<div><div>Methodology</div><div>-Work plan/project plan for the duration of the contract - 5 Points</div><div>-No work plan/project plan for the duration of the contract - 0 Points</div><div>-Demonstrate understanding of Scope of Work - 05 Points</div><div>-Failure to demonstrate understanding of the Scope of Work 0 Points</div></div>	10						
		<div>TOTAL</div>	50						
		<div>SCORING FORMULA (80/20)</div> <div>The scoring formula (80/20) will be used</div>							
<div>1. All quotations will be evaluated in terms of preferential points system as prescribed in the preferential procurement policy regulation of 2022.</div> <div>Please note:</div> <div>1. (a) Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive, and cost effective. (b) No bid (s) will be accepted from a person in the service of the state. (c) No telegraphic, telefax and late bids will be accepted. (d) The lowest bid/proposal will not be accepted, and the Municipality reserves the right to accept where applicable a part of portion of any bid or where possible accepts bids or proposal from multiple bidders. (e) Municipal Supply Chain Management policy and Preferential Procurement policy Framework Act No 5 of 2000 and its regulations (2022) will be applied.</div> <div>2. To claim preference points for specific goals. A. locality –Where the tenderer is the owner of the property of the company, shall submit a Municipal rates and taxes registered in the name of the tenderer, where the tenderer is not the owner of the property of the company (A valid lease agreement or Affidavit from the property owner that the address used to claim points is being rented out to the tenderer) B. Youth, Women, Locality and HDIs – The bidders must submit ID documents for them to be able to claim points. Bidders who fail to submit the relevant documents will not get 20 points.</div>							<div>All completed Bid documents to be submitted at: Thabazimbi Local Municipality; Tender Box; 7 RIETBOK STREET, Thabazimbi; 0380</div>		
							Points		
							80		
							20		

3. The **tender document** will be available for purchase at the Thabazimbi Local Municipality offices. Interested bidders are required to:

- Pay the non-refundable **1000.00** tender fee into the municipal account:
 - Account Name: **Thabazimbi Local Municipality**
 - Bank Name: **ABSA**
 - Account Number: **158000 0009**
 - Branch Code: **632005**
 - Reference: **[Insert Tender Number or Bidder Name]**
- Collect the tender document at the SCM Department upon presentation of proof of payment.
- Attach the original proof of payment (deposit slip) to the tender document upon submission.
- Failure to attach the proof of payment may result in disqualification.

Mr GC Letsoalo
Municipal Manager

Date: / /

RESPONSIVENESS AND EVALUATION CRITERIA

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

- 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.
 - 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.
 - Bid forms must be completed in full and each page of the bid initialed.
 - Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
 - Proof of payment of municipal rates and taxes.
 - Complies with the requirements of the bid and technical specifications.
 - Registered in the relevant professional body in the specific field.
 - Adheres to Pricing Instructions.
-
1. Policy, the Preferential Procurement Policy Framework Act, and other applicable Legislations.
 2. The Council reserves the right to accept all, some, or none of the bids submitted—either wholly or in part—or it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises 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.

PLEASENOTE

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

1. The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
2. 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.
3. 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;
4. Failed, during the last five years ,to perform satisfactorily on a previous contract with the **THABAZIMBILOCAL MUNICIPALITY** or any otherorgan of State after written notice was given to that bidder that performance was unsatisfactory;
5. Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
6. Been convicted of fraud or corruption during the past five years;
7. Will fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
8. 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.

BIDNUMBER: PED/01/2025-26

I/We, the undersigned:

1. 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 Scheduled to this Contract;
2. 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;
3. 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;
4. Confirm that this bid may only be accepted by the THABAZIMBI LOCAL MUNICIPALITY by way of a duly authorized Letter of Acceptance; and,
5. Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
6. Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
7. Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signedat 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

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

(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 under signed am/are authorized to enter in to 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: _____

Accounting 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): ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL

ACCREDITATION SYSTEM (SANAS): ☐

AREGISTERED: ☐

(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 confirm 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 accompany 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. _____

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 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:

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

1. An expression which denotes:-
2. 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;
3. 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;

4. 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 enter:

1. To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the THABAZIMBI LOCAL MUNICIPALITY.
2. On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of an incorporated into, this bid);
3. At the prices and on the terms regarding time for delivery and/or execution inserted there in.

I/we agree further that:

1. 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.
 2. 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.
 3. Notwithstanding anything to the contrary in the Form(s),Schedule(s)and/or Annexure(s) attached hereto:
1. if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to 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;

2. In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;
3. The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;
4. Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.
5. Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the THABAZIMBI LOCAL MUNICIPALITY legal costs on an attorney and own client;
6. 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 fulfillment 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:

BIDNUMBER: PED/01/2025-26- BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE LAND AUDIT FOR THABAZIMBI LOCAL MUNICIPALITY FOR A PERIOD OF 12 MONTHS 2025/26 FY

1. General Conditions of Contract

DEFINITION

The following terms shall be interpreted as indicated:

- **“Closing time** “means the date and hour specified in the bidding documents for the receipt of bids
- **“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.
- **“Contract price** “means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- **“Corruptpractice”** 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.
- **"Countervailing duties** “are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- **“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.
- **“Day** “means calendar day.
- **“Delivery** “means delivery in compliance of the conditions of the contract or order.
- **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- **“Delivery in to 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.

- **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- **" Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foresee able. 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.
- **"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.
- **"GCC"** means the General Conditions of Contract.
- **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - **"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.
 - **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- **"Manufacture"** means the production of products in a factory using labour, materials, component and machinery and includes other related value-adding activities.
- **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- **"Project site,"** where applicable, means the place indicated in bidding documents.
- **"Purchaser"** means the organization purchasing the goods.

- **“Republic** “means the Republic of South Africa.
- **“SCC”** means the Special Conditions of Contract.
- **“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.
- **“Supplier** “means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.
- **“Tort** “means in breach of contract.
- **“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.
- **“Written”** or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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.

Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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.

Invitations to bid are usually published in locally distributed news media and on the municipality/ municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

- a. 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.

- b. 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.
- c. 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.
- d. 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

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.

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

Within thirty (30) days of receipt of the notification of contract award, the successful bidder furnishes to the purchaser the performance security of the amount specified in SCC.

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.

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.

- b. 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

- a. All pre-bidding testing will be for the account of the bidder.
- b. 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.
- c. 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.

- d. 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.

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.

- e. 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.
- f. Any contract goods may on or after delivery be inspected, tested or analysed and may be

rejected if

- g. 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 forth wit 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.
- h. 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

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.

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

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

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

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

13. Incidental Services

The supplier may be required to provide any or all of the following services, including additional services, if any:

- Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 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
 - 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.
-
- 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

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:

1. Advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to procure needed requirements; and
2. Following such termination, furnishing at no cost to the purchaser, the blue prints, drawings, and specifications of the spare parts, if requested.

15. Warranty

The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case maybe, 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.

- a. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- b. 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.
- c. 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

The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.1 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract.

16.2 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.3 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- a. 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

- a. 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 contract or 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

- a. The supplier shall not assign, in whole or in part, its obligation set forth under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the performance

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.

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.

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.

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.

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

- a. 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.
- b. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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:

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

If the supplier fails to perform any other obligation(s) under the contract; or If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.1 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 of 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.

23.2 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:

- The name and address of the supplier and/or person restricted by the purchaser;
- The date of commencement of the restriction
- The period of restriction;and

- The reasons for the restriction.

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

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

24. Anti dumping and countervailing duties and rights

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 forth with 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

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.

- a. 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 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

If any dispute or difference of any kind whatsoever arises between the purchaser 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.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, the 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.

Should It not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

Notwithstanding any reference to mediation and/or court proceedings herein,

1. The parties shall continue to perform their respective obligations under the contract Unless they otherwise agree; and

2. 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.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

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

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

31. Notices

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.

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

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.

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

33. Transfer of contracts

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

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

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.

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.

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.

GENERALPROCEDURES

1 General Directives

- 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.
- Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.

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.

- Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 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.
- 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 for sale and will be available on the Municipal Website www.thabazimbi.gov.za and e-tender Publication Portal at www.etender.gov.za.

1. Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

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.

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
- Accounting officer may determine a closure date for the submission of bids which is less than 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. Bids submitted must be sealed.

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; and
- The name and telephone numbers of the contact person for any enquiries

2. 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.

3. Handling of bids submitted in response to public invitation

6.1 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 document 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.

6.2 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 of 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.

6.3 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 expire on a Saturday, Sunday or Public holiday, the bid must

remain valid and open for acceptance until the closure on the following working date.

6.4 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

6.5 Evaluation of bids

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

Compliance with bid conditions;

- Bid submitted on time,
 - Bid forms signed and each page initialed
 - All essential information provided
 - Submission of a Joint Venture Agreement, which has been properly signed by all parties
 - Payment of Municipal Fees
 - Meeting technical specifications and comply with bid conditions;
 - Financial ability to execute the contract; and
1. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.
 2. Only bidders who are registered in the relevant professional body will be considered.
 3. This requirement will remain in force as long as it is a requirement of that specific professional body.
 4. 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.

7. Evaluation of bids on functionality and price

7.1 All bids received will be evaluated on functionality and price.

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

- 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.
- Only bid with the highest number of points will be selected.

4. 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

5. 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.

6. Cancellation and re-invitation of bids

- 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
- 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 fulfill 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)

10. 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.

BIDNUMBER: PED/01/2025-26

BIDDESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A COMPREHENSIVE LAND AUDIT FOR THABAZIMBI LOCAL MUNICIPALITY FOR A PERIOD OF 12 MONTHS 2025/26 FY

PART A

1. INTRODUCTION

Thabazimbi Local Municipality is located in the south-western part of Limpopo Province, which is South Africa's most Northern Province. It is one of 5 local municipalities in Waterberg District Municipality; which borders Botswana and shares boundaries with the North West and Gauteng provinces. Thabazimbi Local municipality covers an area of 11 241square kilometer (km²) with a density of 8.6 people per km² and accounts for 24.8 % of the total area of Waterberg District Municipality.

2. BACKGROUND

In order for Local Municipalities to effectively undertake their municipal functions, they need to have access to a spatial register of all properties that lie within their municipal area of jurisdiction. The need for a spatial register can be met by the conducting of a land audit for the municipality and the creation of cadastral datasets in a Geographic Information System (GIS) format. This is precisely what the municipality seeks to achieve.

There is approximately 23 000 land parcels within the municipality's jurisdiction, over 4500 of which are farm portions. The municipality has a complete land use scheme which provides access to recent and

accurate land use and other property-related information, however, there is still a need to conduct a comprehensive land investigation and audit in order to:

- Establish different categories of land ownership;
- Determine whether those properties that the municipality disposed of have been properly transferred;
- Identify properties that are declared as state land; lastly
- Resolve issues of dual or triple property owners on one site.

3. OBJECTIVE/PURPOSE

Thabazimbi Local Municipality seeks to appoint a service provider to conduct a detailed technical investigation that will spatially identify all land parcels within the entire jurisdiction of the municipality, furnish ownership information for these land parcels, and categorize these land parcels into different land ownership categories.

4. SCOPE OF WORK

The proposed investigation must cover a comprehensive land audit that should verify each property situated within the jurisdiction of Thabazimbi Local Municipality against the original registered hard copy of the physical title deed and confirm existence of such title deeds and reconcile these properties with deeds and Surveyor General (SG) office. This includes also registered servitudes and long-term lease registered with SG. The land investigation and audit must:

- Flag and report all unregistered land parcels or properties;
- Identify land ownership of developed and undeveloped land parcels within the municipal jurisdiction;

- Categorize land parcels into these ownership categories: State, Provincial, Municipal, Parastatal and Private; and
- Flag long-term leases and servitudes approved by SG.

5. KEY DELIVERABLES

The following deliverables must be provided to the municipality:

- The SG Approved Cadastral spatial information as a polygon coverage in geodatabase format;
- The Registered Cadastral spatial information as a polygon coverage in geodatabase format;
- The Unregistered Cadastral layer in geodatabase format;
- Spatial GIS layers containing Servitudes that have been approved by the SG Office;
- A spatial GIS layer containing long-term Leases that have been approved at the SG Office;
- Field surveys confirming current land-use is according to the zoning;
- Database tables containing Deeds Office attribute information for properties;
- Database tables containing Deeds Office attribute information for sectional title complex units; and
- The signed declaration by a professional land surveyor.

6. SPECIFICATIONS

6.1 Datasets Required:

The datasets that must be delivered as part of a municipal property land audit are the following:

- Feature classes and Geodatabase containing the most recent SG approved cadastral properties;
- Feature classes and geodatabase containing all currently registered cadastral properties;
- Feature classes and geodatabase containing all currently unregistered cadastral properties;
- Two spatial GIS layers, one for a polygon coverage and one for a polyline coverage, containing servitudes that have been approved by the SG Office;

- Feature classes and geodatabase containing leases that have been approved at the SG Office;
- An MS Access database containing the current Deeds Office attribute information for properties; and
- An MS Access database containing current Deeds Office attributes information for sectional title complex units.

6.2 GIS Data Layers

- Most spatial cadastral property information sets are represented by closed polygons within a GIS, in feature classes and geodatabase format. The GIS data layers that must be created as polygon coverage are the following:
 - SG approved cadastral
 - Registered cadastral
 - Unregistered cadastral
 - Leases.
 - Servitudes that are defined by polygons.
- Polygons must be created for servitudes wherever possible using the information provided on the SG diagrams. If it is not possible to capture servitude as a polygon, only then must the servitude be captured as a line in the servitude polyline layer.
- The SG approved cadastral and the registered cadastral must be contiguous wall-to-wall polygon coverage over the whole municipality with no gaps between the polygons. If there are areas within the municipality that have not been subject to a land survey and there are no records for these areas in the SG Office, then these areas must have polygons created for them and flagged in the GIS database as being “Un alienated State Land”. The unregistered cadastral, the leases and the servitude layers will not be contiguous wall-to-wall coverage.
- All datasets can be captured using the source diagram coordinate system but must be converted to and delivered in the WGS84 coordinate system.

6.3 Spatial Accuracy

- All cadastral property vertices captured off SG diagrams that were framed using absolute coordinates in either metric or imperial units of measure must lie within 0.3 metres of the coordinate position provided on the SG diagram.
- All cadastral property vertices captured off SG diagrams that were framed using old local coordinate systems must lie within 5 metres of the coordinate position provided on the diagram.
- There must be no overlaps between polygons in any of polygon layers other than the servitude polygon layer.
- There must be no empty spaces between polygons in the SG approved cadastral and in the registered cadastral.
- Curvilinear boundaries which include rivers and cliff edges must be digitised off the latest aerial photography available for the area if the aerial photography was done subsequent to the framing of the SG diagram. If there is no aerial photography available for the area or if the diagram was framed subsequent to the aerial photography being done then the curvilinear boundary must be digitised off the SG diagram.
- A check on the accuracy of property sizes must be done on the registered cadastral layer by comparing the area of the property polygon calculated in the GIS to the area contained in the Deeds Office database. A margin of difference tolerance is allowed in this comparison. To determine this tolerance for each registered property in the GIS, the property polygon must be buffered both on the inside and outside to create inner and outer polygons. The buffer distance to use is 0.3 metres for coordinated properties or 5 metres for properties on local systems. The area of the resulting inner and outer polygons must be both calculated in the GIS and a check must be done to ensure that the Deeds Office area of the property lies within the areas of the inner and outer polygons created for the property.

- If the Deeds Office area does not lie within the areas of the inner and outer buffered polygons created then these cases must be investigated and commented upon in the GIS cadastral database. Reasons for the anomalies could include the following:
 - The spatial property polygon was not accurately captured and will need to be recaptured
 - The property is subject to a river boundary which changes over time. This needs to be commented on in the cadastral database.
 - There was an error in the Deeds Office database. This needs to be commented on in the cadastral database.

6.4 Cadastral and Ownership match

- All ownership records for all properties and sectional title complex units that lie with the municipality must be ordered from the Deeds Office. This must be done by listing the names of all the SG township allotment areas, the farm numbers of all the parent farms and the names of all sectional title complexes that lie within the municipality and sending these lists off to the Deeds Office in prescribed Deeds Office request format.
- All properties that are in the registered cadastral layer must have a match to a record in the Person table of the Deeds Office ownership database. If there are cases where there is a valid reason for a property to be contained in the registered cadastral layer with no match to a record in the Person table of the Deeds Office database then these reasons must be added to the comment field of the property in the registered cadastral layer. Some of the cases where this may occur are the following :
 - A sectional title complex lies on the property.
 - The property was never registered and does not have any underlying ownership and is therefore deemed to be Un alienated State Land.

- The property was never registered and its underlying registered parent property has ceased to exist. These cases are mainly the roads which are formed by the remainder of townships and are deemed to vest in the ownership of the municipality.
 - Required ownership information that was not captured or was captured with an incorrect property description in the Deeds Office database.
- All records in the Person table of the Deeds Office ownership database must have a match to a property in the registered cadastral layer. If there are cases of errors or anomalies in the Person table of the Deeds office database then these must be investigated and flagged in the Person table of the Deeds Office database. Cases where this may occur are as follows :
 - Records for properties that have either ceased to exist or which have not being deleted or moved off the Deeds Office ownership table.
 - Information that was captured incorrectly into the Deeds Office database.

6.5 Attribute Specifications

The spatial GIS data layers and the database tables must contain the following attribute fields:

ATTRIBUTE FIELDS IN THE SG APPROVED CADASTRAL FEATURE CLASSES		
Name	Type	Description
SGCode	Text	SG 21 digit code
FarmTownNa	Text	Farm Name or Township Name
FarmErfNo.	Text	Farm Number or Township Erf Number
PortionNo.	Text	Portion Number
Rem	Text	Remainder indicator
DiagArea	Text	Area on the source diagram or GP with the unit of measure.

GISArea	Numeric	Area of property in square metres calculated in the GIS
DiagramNo	Text	SG Diagram Number
RegDiv	Text	Registration Division
Comments	Text	Comments on the property

ATTRIBUTE FIELDS IN THE REGISTERED CADASTRAL FEATURE CLASSES

Name	Type	Description
SGCode	Text	SG 21 digit code
FarmTownNa	Text	Farm Name or Township Name
FarmErfNo	Text	Farm Number or Township Erf Number
PortionNo	Text	Portion Number
Rem	Text	Remainder indicator
DiagArea	Text	Area on the source diagram or GP with the unit of measure
GISArea	Numeric	Area of property in square metres calculated in the GIS
DiagramNo	Text	SG Diagram Number
RegDiv	Text	Registration Division
Comments	Text	Comments on the property
OwnerCat	Text	Ownership category of the registered property

ATTRIBUTE FIELDS IN THE UNREGISTERED CADASTRAL FEATURE CLASSES

Name	Type	Description
SGCode	Text	SG 21 digit code
FarmTownNa	Text	Farm Name or Township Name

FarmErfNo	Text	Farm Number or Township Erf Number
PortionNo	Text	Portion Number
Rem	Text	Remainder indicator
DiagArea	Text	Area on the source diagram or GP with the unit of measure
GISArea	Numeric	Area of property in square metres calculated in the GIS
DiagramNo	Text	SG Diagram Number
RegDiv	Text	Registration Division
Comments	Text	Comments on the property

ATTRIBUTE FIELDS IN THE SERVITUDES POLYGON FEATURE CLASSES		
Name	Type	Description
SG_No	Text	SG Diagram Number
Width	Numeric	Servitude width where applicable
Width_Unit	Text	Servitude width unit of measure
Type	Text	Type of Servitude

ATTRIBUTE FIELDS IN THE SERVITUDES POLYLINE FEATURE CLASSES		
Name	Type	Description
SG_No	Text	SG Diagram Number
Type	Text	Type of Servitude

ATTRIBUTE FIELDS IN THE LEASES FEATURE CLASSES		
Name	Type	Description

Lease	Text	Lease Number from SG Diagram
SGCode	Text	SG 21 digit code of property on which Lease lies
FarmTownNa	Text	Farm Name or Township Name of property on which lease lies
FarmErfNo	Text	Farm Number or Township Erf Number of property on which lease lies
PortionNo	Text	Portion Number of property on which lease lies
DiagArea	Text	Area on the source diagram or GP with the unit of measure
GISArea	Numeric	Area of lease in square metres calculated in the GIS
DiagramNo	Text	SG Diagram Number
RegDiv	Text	Registration Division
Comments	Text	Comments on the Lease

ATTRIBUTE FIELDS IN THE PROPERTIES TABLE OF THE DEEDS OFFICE DATABASE
FOR CADASTRAL PROPERTIES

Name	Type	Description
Registrar	Text	Code for Provincial Deeds Office Registrar
Township	Text	Name of Township / Sectional Title Scheme / Registration Division for Farms
Erf	Text	Erf / Farm Number
Portion	Text	Portion Number (as text)
Farm Name	Text	Farm Name
Property Type	Text	Property Type (eg. E = Erf, F = Farm etc.)
Province	Text	Province Name
Registration Division	Text	Registration Division
Clearance	Text	Name of municipality where clearance obtained

Situated At	Text	Underlying property description for Sectional Title Schemes
Previous Description	Text	Parent Portion Number
Diagram Deed Number	Text	Diagram Deed Number
Extent	Text	Extent of property in original units of area
Registration Date	Text	Registration Date
Portion Number	Text	Portion Number (as number)
Last Updated	Date	Date information was downloaded
Remainder	Text	Indicator if a property is remainder or not
Source	Text	Data Source
LPI Code	Text	LPI Code contains the SG 21 Digit Code for properties.

ATTRIBUTE FIELDS IN THE PERSON TABLE OF THE DEEDS OFFICE DATABASE FOR
CADASTRAL PROPERTIES

Name	Type	Description
Registrar	Text	Code for Provincial Deeds Office Registrar
Township	Text	Name of Township / Sectional Title Scheme / Registration Division for Farms
Erf	Text	Erf / Farm Number
Portion	Text	Portion Number
Person Type	Text	Code for person type (See lookup table PersonType for code descriptions)
Name	Text	Owner Name
ID Number	Text	Owner ID Number
Title Deed	Text	Title Deed Number
Microfilm	Text	Deeds Office Microfilm reference

Registration Date	Text	Registration Date
Purchase Price	Text	Purchase Price
MOI	Text	Indicator for properties which have multiple owners or multiple properties owned under the same title deed
Share	Text	Owner share of property
Purchase Date	Text	Purchase Date
Last Updated	Date	Date information was downloaded
LPI Code	Text	LPI Code contains the SG 21 Digit Code for properties.
Required	Text	Field that needs to be created in the Person table of the Deeds Office database to indicate if the ownership record is required or not
Comments	Text	Comments, where applicable, on why the ownership record is not required

ATTRIBUTE FIELDS IN THE PROPERTIES TABLE OF THE DEEDS OFFICE DATABASE FOR SECTIONAL TITLE COMPLEX UNITS		
Name	Type	Description
Registrar	Text	Code for Provincial Deeds Office Registrar
Township	Text	Name of Township / Sectional Title Scheme / Registration Division for Farms
Erf	Text	Erf / Farm Number
Portion	Text	Portion Number (as text)
Farm Name	Text	Farm Name
Property Type	Text	Property Type (eg. E = Erf, F = Farm etc.)
Province	Text	Province Name

Registration Division	Text	Registration Division
Clearance	Text	Name of municipality where clearance obtained
Situated At	Text	Underlying property description for Sectional Title Schemes
Previous Description	Text	Parent Portion Number
Diagram Deed Number	Text	Diagram Deed Number
Extent	Text	Extent of property in original units of area
Registration Date	Text	Registration Date
Portion Number	Text	Portion Number (as number)
Last Updated	Date	Date information was downloaded
Remainder	Text	Indicator if a property is remainder or not
Source	Text	Data Source
Unit Code	Text	Unit Code contains a unique code for each complex unit and made up of the SG 21 digit code of the underlying property with additional 5 characters appended at the end to contain the section number.

ATTRIBUTE FIELDS IN THE PERSON TABLE OF THE DEEDS OFFICE DATABASE FOR SECTIONAL TITLE COMPLEX UNITS		
Name	Type	Description
Registrar	Text	Code for Provincial Deeds Office Registrar
Township	Text	Name of Township / Sectional Title Scheme / Registration Division for Farms
Erf	Text	Erf / Farm Number
Portion	Text	Portion Number

Person Type	Text	Code for person type (See lookup table PersonType for code descriptions)
Name	Text	Owner Name
ID Number	Text	Owner ID Number
Title Deed	Text	Title Deed Number
Microfilm	Text	Deeds Office Microfilm reference
Registration Date	Text	Registration Date
Purchase Price	Text	Purchase Price
MOI	Text	Indicator for properties which have multiple owners or multiple properties owned under the same title deed
Share	Text	Owner share of property
Purchase Date	Text	Purchase Date
Last Updated	Date	Date information was downloaded
Unit Code	Text	Unit Code contains a unique code for each complex unit and made up of the SG 21 digit code of the underlying property with additional 5 characters appended at the end to contain the section number.
Required	Text	Field created in the Person table of the Deeds Office database to indicate if the ownership record is required or not
Comments	Text	Comments, where applicable, on why the ownership record is not required

6.6 Quality Assurance Checks

The quality assurance (QA) checks that are done on the datasets before delivery must include the following:

- Information on all properties in all SG Allotment townships and farm parents and all units in all sectional title complexes that lie within the municipality were ordered and have been received from the Deeds Office and all this information is included in the final deliverables.
- The SG 21 digit codes are correctly constructed
- Every property in the registered cadastral has a match to a record in the Person table of the Deeds Office database or a valid reason in the comment field if there is no match
- Every record in the Person table of the Deeds Office database has a match to a property in the registered cadastral or a valid reason in the comment field if there is no match
- The area in the Deeds Office database lies within the required tolerance of the registered cadastral property.
- There are no gaps or overlaps between properties in the SG approved and registered cadastral GIS data layers.
- A professional land surveyor must sign off on the land audit stating that he is satisfied that the land audit and creation of the datasets were done as per the specification outlined in this document and that all the necessary QA checks have been done.

7. MINIMUM REQUIREMENTS FOR SUITABLE SERVICE PROVIDERS

- Professional expertise;
- Willingness to get familiar with the area as identified;
- Capacity to produce product within the given time-frame;
- Extensive knowledge of the Municipal environment;
- Expert knowledge of the Software products in use by GIS unit (ARC MAP) at Thabazimbi Local municipality;
- Innovative approach and proven experience in practical development of applications for efficient workflow processes;

- An established track record in managing large scale complex projects and leading multi-disciplinary teams in successful execution;
- Ability to outline a comprehensive approach to the project, preferred methodology to comply with the full scope of undertaking this project within the stipulated timeframe; and
- Able to provide information indicative of the potential budget requirements for the implementation of the project.

8. TIMELINE FOR DELIVERY

The duration of this project will be twelve (12) months, when a final evaluation of the deliverables will be undertaken. The service providers will also be required to submit monthly progress reports to the Land Audit Committee of Thabazimbi Local Municipality.

9. TENDER ADJUDICATION CRITERIA

Professional Service Providers will be appointed on the basis of having specialized knowledge and capabilities to provide specific knowledge based services.

Functionality Evaluation Criteria Checklist

Service Providers are required to complete this section to ensure completeness and further evaluation of the proposal.

Please tick next to the heading after completion of each Criteria.

CRITERIA	INDICATE BY (✓) NEXT TO EACH SUB-HEADING AFTER COMPLETION
Experience and Expertise	
Summary of Company Profile (must be submitted)	
Project team (CV's must be attached / Qualifications)	
How long has the company been involved in similar projects (Contactable References (3) must be submitted) / previously completion of similar projects.	
Approach and Methodology	
Approach paper to demonstrate the service provider understands of the Terms of Reference.	
Outline all Activities to be carried-out during the duration of the project – which are in line with the Scope of Work.	
Time Frame (Schedule) of the work until completion must be indicated / Detailed budget breakdown.	
Work Plan must fit with the client's Procedures, Practices etc.	
PROJECT MANAGEMENT AND QUALITY OF SERVICE (Track Record)	
Completion of previous projects on time	
Transparency and openness on Progress Reporting	
Extra Value to be added	

10.PROJECT BUDGET

Service providers must provide a work plan and budget consistent with the amount of work as specified in the scope of works.

11.PROJECT MANAGEMENT

The project is to be managed and coordinated by a team comprising of officials of Thabazimbi Local Municipality (Town Planning unit) and the appointed service provider. The municipality shall be entitled to audit any aspect of the work. In case where the appointed service provider appoints the services of consultants or subcontractors, the appointed service provider will take responsibility for the work of sub-contractors and/or consultants.

12. SELECTION CRITERIA

The following critical criteria have been identified for this bid and any non-compliant thereto will led 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.
- Certified company registration documents/ (If JV, for both).
- Certified ID copies of all directors / members / shareholders of the company/ business/ (If JV, for both)
- Certified copies of CIPC 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.
- SACPLAN and/or SAGC Registration certificate.
- Non Alteration to the bid document of submission of a copy of the original bid.
- Company / JVC audited Financial Statements.
- Attached Original BBEE certificate or sworn affidavit.
- All pages must be initiated and signed.
- Programme of Works.
- Schedule of Company Experience: Active and completed projects should be supported by Appointment letters and completion certificates (attachment).
- Completed and signed the central supplier database form **(MBD1)**.
- Completed and signed Tax Clearance Certificate Requirements and Application Form **(MBD2)**.

- Completed and signed Pricing Schedule (Professional services) form **(MBD3)**.
- Completed and signed declaration of interest **(MBD4)**.
- Completed and signed Points Claims Form in terms of the Preferential Procurement 2017 Regulations **(MBD6.1)**.
- Completed and signed contract form-rendering of services **(MBD7)**.
- Completed and signed declaration on the past SCM practices **(MBD8)**.
- Completed and signed certificate of Independent Bid determination **(MBD9)**.
- Proof of **Municipality** rate and taxes not older than three months or valid lease agreement or letter from Tribunal authority also not older than three months.

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

EVALUATION CRITERIA

ITEM	WEIGHT	ALLOCATED POINTS
Capacity and expertise of key personnel - Relevant Postgraduate qualification in GIS or Spatial Information Management 5 Points - Relevant Degree in GIS or Spatial Information Management 3 Points - Relevant National Diploma in GIS or Spatial Information Management 2 Point -No Relevant qualification 0 Points - Relevant Postgraduate qualification in Town/Urban and Regional Planning 5 Points - Relevant Degree in Town/Urban and Regional Planning 3 Points - Relevant National Diploma in Town/Urban and Regional Planning 2 Point -No Relevant qualification 0 Points Registration with South African Geomatics Council (SAGC) 5 Points	20	

<p>No Registration with South African Geometrics Council (SAGC) 0 Points</p> <p>Registration with South African Council of Planners (Minimum of 2 Planners) 5 Points</p> <p>-No Registration with South African Council of Planners (Minimum of 2 Planners) 0 Points</p> <p>Attach relevant certificates.</p>		
<p>Previous experience</p> <p>Proven track record of experience in compiling and completing at least 7 similar projects 20 Points</p> <p>-Proven track record of experience in compiling and completing 3-4 similar projects 15 Points</p> <p>-Proven track record of experience in compiling and completing 1-2 similar projects 10 Points</p> <p>-No track record of experience 0 Points</p> <p>Attach completion certificate or letter of reference and appointment letter from previous employer.</p>	20	
<p>Methodology</p> <p>-Work plan/project plan for the duration of the contract 5 Points</p> <p>-No work plan/project plan for the duration of the contract 0 Points</p> <p>-Demonstrate understanding of Scope of Work 5 Points</p> <p>-Failure to demonstrate understanding of the Scope of Work 0 Points</p>	10	10
TOTAL	50	

Only bidders that achieve a MINIMUM of **35 points out of the allocated 50 points**, will advance to the next phase (Preference Points Scoring system: Price and B-BBEE).

The following criteria will be used for point's allocation for price and B-BBEE compliance 80/20 point system.

Criteria	Sub-Criteria	Weighting/Points
Price	Detailed Budget Breakdown	80
Specific goals	Detailed Breakdown	20
Total		100

13. Contractual Requirements

The successful bidder will be expected to enter into the following agreements:

- **Service Level Agreement (SLA)**
- **Appointment Letter**

14. Validity Period

All submitted bids will remain valid for a period of **90 days** from the closing date.

8. Briefing Session

- **Not Applicable.**

10. Advertisement & Submission

- The bid will be advertised for **14 calendar days** in the local newspaper and published on:
 - **eTender Portal:** www.etender.gov.za
- Pay the non-refundable R 1000.00 tender fee into the municipal account:
 - Account Name: **Thabazimbi Local Municipality**
 - Bank Name: **ABSA**
 - Account Number: **15 8000 0009**
 - Branch Code: **632005**
 - Reference: **[Insert Tender Number or Bidder Name]**
- Collect the tender document at the SCM Department upon presentation of proof of payment.
- Attach the original proof of payment (deposit slip) to the tender document upon submission.
 - **Municipal Website**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION			

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DECLARATION OF INTEREST

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

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

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

- Full Name:
 - 3.1
 - Identity Number:
 - 3.2
 - Company Registration Number:
 - 3.3
 - Tax Reference Number:
 - 3.4
 - VAT Registration Number:
 - 3.5

- Are you presently in the service of the state***YES /**
 - 3.6 **NO**
 - 3.6.1 If so, furnish particulars.....
 - Have you been in the service of the state for the
 - 3.7 past **YES / NO**
 - twelve months?
 - 3.7.1 If so, furnish particulars.

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

any Municipal council;
any Provincial legislature; or
the National Assembly or the National Council of Provinces;

a member of the board of Directors of any Municipal entity;
an Official of any Municipality or Municipal entity;
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);
a member of the accounting authority of any National or Provincial public entity; or an Employee of Parliament or a Provincial legislature.

YES/NO

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved

with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....
.....

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

YES/NO

3.9.1 If so, furnish particulars

.....
.....

3.1 Are any of the company's Directors, Managers, Principal
0 Shareholders or Stakeholders in service of the state?

YES / NO

3.10. If so, furnish particulars.

1

.....
.....

3.11 Are any spouse, child or parent of the company's Directors, Managers, Principal Shareholders or Stakeholders in service of the state?

3.11. If so, 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 2022

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

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

1. GENERAL CONDITIONS

The following preference point systems are applicable to invitation to tender:

1. The 80/20 system for requirements with a Rand value of up to R500 000 000 (all applicable taxes included); and
2. The 90/10 system for requirements with a Rand value above R500 000 000 (all applicable taxes included).

To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

1. Price; and
2. Specific Goals.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

1. **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
2. **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
3. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
4. **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
5. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

1. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINTS SYSTEMS

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P min = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)_{or}$		$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

2. POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3 (2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

1. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20system)	Number of points claimed (80/20system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or prorata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	For 100% black person or people owned enterprise	5 points	
2.	For at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	For at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or prorata basis for implementing of programmes for RDP -			
7.	For enterprise regarded as EME located within the local area of jurisdiction.	5 points	
The Municipality will utilize the CSD report for the above-mentioned information.			

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

Company registration number:.....

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

MUNICIPALINFORMATION

Municipality where business is situated:

Registered Account Number:.....

Stand Number:.....

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

SIGNATURE (S)OF TENDERER(S)

SURNAME AND NAME:.....

DATE:

ADDRESS:

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 1. Abused the institution's supply chain management system;
 2. Committed fraud or any other improper conduct in relation to such system; or
 3. Failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audialterampartemru</i> law was applied).	Yes	No
4.1.1	If so, furnish particulars:		

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or [REDACTED] Submit your written request for a hardcopy of the Register to facsimile number (012)3265445.</p>	<p>Yes</p> <p>□</p>	<p>No</p> <p>□</p>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or Corruption during the past five years?</p>	<p>Yes</p>	<p>No</p>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated During the past five years on account of failure to perform nor comply With the contract?</p>	<p>Yes</p>	<p>No</p>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

.....

NameofBidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bidrigging). ²Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 1. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 2. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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 (MBD9) must be completed and submitted with the bid:
 1. ***Includes price quotations, advertised competitive bids, limited bids and proposals.***
 2. ***Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.***

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

2. I certify, on behalf of: _____ that:

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

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

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

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

2 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.

1. 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



THABAZIMBI LOCAL MUNICIPALITY

CONSENT FORM

I _____ (Full Names), ID No _ in my capacity as _____ (positions in the company) of

_____ (Name of the Company), hereby give Thabazimbi Local Municipality a consent/permission to contact Institutions that I previously rendered my services in the previous years.

Signature

Date

COMPANY EXPERIENCE

EXPERIENCE OR REFERENCE LIST OF SIMILAR WORK SUCCESSFULLY COMPLETED. **The Service provider gives permission to the municipality to verify the below information (PAIA)**

INSTITUTION NAME	PROJECT NAME /DESCRIPTION	VALUE OF PROJECT	PROJECT START COMPLETION DATE	CONTACT PERSON & NUMBER	SUPPORTING DOCUMENT (appointment letter/order/etc	CONFIRMATION LETTER (successfully executing the projects)

Note Complete the table above on company experience.

NB! It is compulsory that service providers attach proof of similar project executed from institutions e.g. Appointment letter/Official purchase order and letter from the institution indicating that the work was indeed executed successfully.