



SECTION A

Invitation to Tender – UMN 16/2023

uMngeni Local Municipality

Suitable and capable service providers are invited to bid to **Render a Valuation Roll Management System for a Period of Three Years.**

The municipality reserves the right to:

- not award this bid;
- to cancel the bid.

Collection of Bid Documents

Tender documents will be made available on e-tenders - <https://www.etenders.gov.za/> and municipal website: <https://www.umngeni.gov.za/documents/?category=tender-adverts> printable at bidder's own cost.

Compulsory Briefing Session

The briefing session will be held as follows:

| | |
|----------------------------|-------------------------|
| Date: | 23 February 2024 |
| Venue: | Hilton Boardroom |
| Time: | 11H00 |
| Site to be visited: | N/A |

Evaluation Criteria

This tender will be evaluated based on the following criteria:

1. Administrative Compliance
2. Functionality
3. Price and Preference Points

Queries relating to the issue of these documents may be addressed to **Mbongeni Zuma** Tel. No. (033) 239 8313: e-mail mbongeni.zuma@umngeni.gov.za

The closing time for receipt of Tenders is **12h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

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**MBD1
PART A
INVITATION TO BID**

| | | | | | |
|---|---|----------------------|--|----------------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE uMNGENI LOCAL MUNICIPALITY | | | | | |
| BID NUMBER: | UMN 16/2023 | CLOSING DATE: | 14 March 2024 | CLOSING TIME: | 12H00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO RENDER A VALUATION ROLL MANAGEMENT SYSTEM FOR A PERIOD OF THREE YEARS. | | | | |
| 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 CORNER OF SOMME AND DICKS STREET HOWICK 3290 | | | | | |
| 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: | |
| (SPECIFIC GOALS MUST BE COMPLIED WITH, TO CLAIM PREFERENCE POINTS) | | | | | |
| | | | | | |
| 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 | FINANCE | DEPARTMENT | FINANCE | | |
| CONTACT PERSON | Mr M ZUMA | CONTACT PERSON | Mr M ZUNGU | | |
| TELEPHONE NUMBER | 033 239 8313 | TELEPHONE NUMBER | 033239 9218 | | |
| FACSIMILE NUMBER | N/A | FACSIMILE NUMBER | N/A | | |
| E-MAIL ADDRESS | Mbongeni.zuma@umngeni.gov.za | E-MAIL ADDRESS | Mbongeni.zungu@umngeni.gov.za | | |

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, 2022, 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 |
| <p>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.</p> | |

**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:.....

PRICING SCHEDULE
(SERVICES)

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

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A VALUATION ROLL MANAGEMENT SYSTEM FOR A PERIOD OF THREE YEARS.

| No | Description | Unit | Quantity | Bid Rate excl VAT | Bid Amount (R) excl VAT | Comments |
|----------|--|-----------------|----------|----------------------|----------------------------|----------|
| | PART A: SCHEDULE OF FIXED AMOUNTS: PROPERTY REGISTER MAINTENANCE AND THE PREPARATIO OF SUPPLEMENTARY VALUATIONS, WHENEVER NECESSARY | | | | | |
| 1 | Project Management Function, 4 - years | | | | | |
| 1.1 | Year 1 | Fixed cost item | 1 | | | |
| 1.2 | Year 2 | Fixed cost item | 1 | | | |
| 1.3 | Year 3 | Fixed cost item | 1 | | | |
| 2 | Project Office & Project Establishment | | | | | |
| 2.1 | Draft & Finalise Project Contract; project program and project cash flow plan aligned to the project objectives and pricing schedule | Fixed cost item | 1 | | | |
| 2.2 | Finalise any Sub-Contract Agreements | Fixed cost item | 1 | | | |
| 2.3 | Establish Project Office and infrastructure | Fixed cost item | 1 | | | |
| 2.4 | Project Office Overheads | Fixed cost item | 1 | | | |
| 2.5 | Project Office IT Infrastructure Cost | Fixed cost item | 1 | | | |

| No | Description | Unit | Quantity | Bid Rate excl VAT | Bid Amount (R) excl VAT | Comments |
|-----|--|------|----------|----------------------|----------------------------|----------|
| 3 | Valuation Roll Management System (VRMS) to be read with bid specification (3 years) | | | | | |
| 3.1 | Maintenance Year 1 Data extracts | | | | | |
| 3.2 | Maintenance Year 1 User support, 16 hours per month | | | | | |
| 3.3 | Maintenance Year 2 Data extracts | | | | | |
| 3.4 | Maintenance Year 2 User support, 16 hours per month | | | | | |
| 3.5 | Maintenance Year 3 Data extracts | | | | | |
| 3.6 | Maintenance Year 3 User support, 16 hours per month | | | | | |
| | Note: All supplementary valuations/roll updating must be done in the VRMS licensed to the municipality to enable mSCOA compliancy. Note: It is recommended that the VRMS user support is priced to include 2 man days per month. This requirement may be reviewed by the municipality and adjusted as required. | | | | | |
| | SUB TOTAL PART A | | | | | |

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|--------|
| Price | 80 |
| Specific Goals | 20 |
| Total points for Price and Specific Goals | 100 |

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

- 1.6 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

- (a) **“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;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“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
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 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:

- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Number of points claimed (90/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| Ownership Goals | 10 | 5 | | |
| Empowerment Goals | 4 | 2 | | |
| Reconstruction & Development Programme Goals | 4 | 2 | | |
| Other Goals (Specify) | 2 | 1 | | |
| Total Points Allocated to Specific Goals | 20 | 10 | | |

4.3 Ownership

Gender and youth ownership

Women ownership / men ownership (must be South Africa)

| Specific Goal(s) | Weight | 80 20 PP | 90 10 PP | Source Document Verification |
|--|--------|----------|----------|---|
| Ownership Categories : | | | | |
| Gender Based Ownership % | | | | |
| Women Ownership(*Must be South African) | | | | |
| Women ownership - 100% | 100% | 10 | 5 | ID Copies : Directors Co. Registration CSD Shareholders Certificate |
| Women ownership - > 51% | 50% | 5 | 2,5 | ID Copies : Directors Co. Registration CSD Shareholders Certificate |
| Women ownership less than 51% | 30% | 3 | 1,5 | ID Copies : Directors Co. Registration CSD Shareholders Certificate |
| Youth Development : (Below 35 Years) | | | | |
| Youth ownership - 100% | 100% | 10 | 5 | ID Copies : Directors Co. Registration CSD Shareholders Certificate |
| Youth ownership atleast 51% | 80% | 8 | 4 | ID Copies : Directors Co. Registration CSD Shareholders Certificate |
| Youth ownership less than 51% | 40% | 4 | 2 | ID Copies : Directors Co. Registration CSD Shareholders Certificate |

4.4 Empowerment

| # | Specific Goal(s) | Weight | 80 20 PP | 90 10 PP | Source Document Verification |
|----------|--|--------|----------|----------|--|
| | Sub-Contracting : Empowerment | | | | |
| 1 | Local Economic Development Sub-Contracting | | | | |
| | 1. At least 30% of the value of the contract is sub-contracted to local SMME | 100% | 4 | 2 | For accommodating 30% for Subcontracting in the BOQ |
| | 2. for a maximum of 29% of the value of the contract is sub-contracted to local SMME | 50% | 2 | 1 | For accommodating 30% for Subcontracting in the BOQ |
| | 3. for 0% of the value of the contract is sub-contracted to local SMME | 0% | 0 | 0 | For accommodating 30% for Subcontracting in the BOQ |
| | 4. Enterprise at least 51% ownership by Military Veterans | 50% | 2 | 1 | ID copies of directors, Company Registration documents with Shareholder's certificates; and Verified proof of service |
| | 5. Enterprise 100% owned by Military Veterans | 100% | 4 | 2 | ID copies of directors, Company Registration documents with Shareholder's certificates; and Verified proof of service |
| | 6. Enterprise less than 51% ownership by Military Veterans | 30% | 1,2 | 0,6 | ID copies of directors, Company Registration documents with Shareholder's certificates; and Verified proof of service |
| | 7. People with Disabilities Points for 100% ownership | 100% | 4 | 2 | Confirmation from a qualified and authorized medical practitioner |
| | 8. People with Disabilities at least 51% ownership | 50% | 2 | 1 | Confirmation from a qualified and authorized medical practitioner |
| | 9. People with disabilities Points, less than 51% ownership | 30% | 1,2 | 0,6 | Confirmation from a qualified and authorized medical practitioner |
| | 10. Points for 100% local employees | 100% | 4 | 2 | Cipro Details confirming ownership, ID Copy, copy of CSD showing business address |
| | 11. Points, at least 51% local employees | 50% | 2 | 1 | Confirmation of the company's employee(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa) |
| | 12. Points, less than 51% local employees | 30% | 1,2 | 0,6 | Confirmation of the company's employee(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa) |

Kindly note that suppliers can only be scored in one category even if you qualify for more than 1 category.

4.5 Reconstruction & Development Programme Goals Promotion of Local Business (s)

| # | Specific Goal(s) | Weight | 80 20 PP | 90 10 PP | Source Document Verification |
|----------|--|--------|----------|----------|---|
| | Reconstruction and Development : | | | | |
| 1 | Promotion of Local Business(s) | | | | |
| | 1. Enterprise Located within the Local Municipality | 100% | 4 | 2 | Utilities : Directors or Co. Affidavit Existing Lease Agreement |
| | 2. Enterprise Located within the District Municipality | 50% | 2 | 1 | Utilities : Directors or Co. Affidavit Existing Lease Agreement |
| | 2. Enterprise Located within the Province | 25% | 1 | 0,5 | Utilities : Directors or Co. Affidavit Existing Lease Agreement |

4.6 Other

Business owned by black people.

| # | Specific Goal(s) | Weight | 80 20 PP | 90 10 PP | Source Document Verification |
|----------|---|--------|----------|----------|--|
| | Other Categories : | | | | |
| 1 | Specify Other Goals | | | | |
| | 1. an EME or QSE which is at 25% - 50% owned by black people; | 100% | 2 | 1 | Sworn Affidavit - QSE/EME General and Bank Confirmation Letter |

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 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]

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard 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 bid rigging).² Collusive bidding is a *pe 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:
- a. 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.
 - b. 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 (MBD 9) 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 Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of Bidder |

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.

SECTION G**MUNICIPAL RATES AND SERVICES**

| Names of Directors/Partners/Senior Managers | Physical residential address of the Director/Partner/Senior Manager | Residential Municipal Account number(s) | Name of Municipality |
|---|--|--|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of Bidder

SECTION H AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

| (I) CLOSE CORPORATION | (II) COMPANIES | (III) SOLE PROPRIETOR | (IV) PARTNERSHIP | (V) CO-OPERATIVE | (VI) JOINT VENTURE / CONSORTIUM | |
|-----------------------------|-------------------|-----------------------------|---------------------|---------------------|---------------------------------------|--|
| | | | | | Incorporated | |
| | | | | | Unincorporated | |

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

| | |
|-----------------------------|---|
| Co-operative: | Resolution letter from the directors |
| Close Corporation: | Resolution letter from the directors |
| Company: | Resolution letter from the director/s |
| Sole Proprietor: | Resolution letter from the director |
| Partnership: | Resolution letter from the director |
| Joint Venture / Consortium: | Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises. |

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SECTION I

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

- 1.1. 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 GCC 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

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

2. Performance security

- 1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 3. 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
 4. a cashier's or certified cheque
- 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Inspections, tests, and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 2.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- b. 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

- a. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the

- (ii) purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. 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.
- c. 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.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- a. 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.
- b. 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.
- c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- d. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- e. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 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, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. 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.

- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser.
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. 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

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - i. 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
 - ii. 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

- a. 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

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

31. Notices

- a. 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
- b. 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. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION J
SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 36 months

2. EVALUATION CRITERIA

There are **three(3)** main steps in the selection process, namely, ensuring that bids comply with administrative Compliance, Functionality and Price and Preference Points.

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents as prescribed by the municipality.

The following documents are returnable:

| CRITERIA | | YES | NO | REMARKS |
|-----------|---|-----|----|---------------------------|
| Section A | Invitation To Tender/Bid | | | Comply, Complete and sign |
| Section B | MBD 3.1: Pricing Schedule | | | Comply, Complete and sign |
| Section C | MBD 4: Declaration of Interest | | | Comply, Complete and sign |
| Section D | MBD 6.1: Preference Points Claim Form | | | Comply, Complete and sign |
| Section E | MBD 8: Declaration of Bidder's Past Supply Chain Management Practices | | | Comply, Complete and sign |
| Section F | MBD 9: Certificate of Independent Bid Determination | | | Comply, Complete and sign |
| Section G | Municipal Rates and Services | | | Comply, Complete and sign |
| Section H | Authority To Sign A Bid | | | Comply, Complete and sign |
| Section I | General Conditions of Contract | | | Comply, Complete and sign |
| Section J | Special Conditions of Contract | | | Comply, Complete and sign |
| Section K | Terms Of Reference | | | Comply, Complete and sign |

2.2 Step 2 – Functionality

Prospective bidders will be scored on functionality prior to being evaluated on preference points. Bidders must obtain a minimum of 70% points on the functionality scoring

| ITEM | FUNCTIONALITY | POINTS |
|--|---|-----------|
| A. RESOURCES AND EXPERIENCE | | |
| 1. Municipal Valuer must comply with Section 39 (1) of the MPRA | <ul style="list-style-type: none"> Registered as a professional valuer or professional associated valuer (with no restrictions) in terms of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000) for – <ul style="list-style-type: none"> 5 years = 5 points 6 – 10 years = 10 points 11 and above = 15 points <p>To attach proof of the years registered with SACPVP</p> | 15 |
| 2. Bidders experience in carrying out a General Valuation and preparing valuation rolls for rating purposes in terms of the MPRA | <ul style="list-style-type: none"> Proof by supporting evidence confirming successful completion of a General Valuation and preparing valuation rolls (GV Project) from a local or metropolitan municipality with a similar count of roll records – <ul style="list-style-type: none"> 0 GV Project = 0 points 1 to 3 GV Projects = 10 points 4 to 7 GV Projects = 15 points 8 or more GV Projects = 20 points | 20 |
| 3. Municipal Valuer experience in processing objections and defending appeals to valuations | <ul style="list-style-type: none"> Proof by supporting evidence confirming successful completion of General Valuation objections and appeals as the designated municipal valuer from a local or metropolitan municipality with a similar count of roll records – <ul style="list-style-type: none"> 0 GV Project = 0 points 1 to 3 GV Projects = 5 points 4 or more GV Projects = 10 points | 10 |
| 4. Skills transfer and municipal capacity building | <ul style="list-style-type: none"> Provision of a detailed skills transfer and capacity building program for the duration of the Bid contract | 5 |
| A - Total | | 50 |

| ITEM | FUNCTIONALITY | POINTS |
|---|--|--------|
| B. PROJECT METHODOLOGY AND SYSTEMS | | |
| 1. General Valuation Project methodology | <ul style="list-style-type: none"> Provision of General Valuation Project methodology which meets best practice and bid specifications. | 10 |

| ITEM | FUNCTIONALITY | POINTS |
|---|--|-----------|
| B. PROJECT METHODOLOGY AND SYSTEMS | | |
| 2. Quality Assurance (QA) Project methodology and plan | <ul style="list-style-type: none"> • Provision of a Quality Assurance (QA) implementation Plan with project phase details and process flow to include data collection/Capture (QA), sales review (QA), value generation (QA), value review (QA) and Roll (QA). | 10 |
| 3. Valuation Roll Management System (VRMS) | <ul style="list-style-type: none"> • Bidders Valuation Roll Management System (VRMS) licenced, functional and operational as per bid and bid specification. a. Trade references from a local or metropolitan municipality confirming successful VRMS system implementation, operation and functionality for General Valuations and in the updating of the valuation rolls - <ul style="list-style-type: none"> 0 references = 0 1 to 3 references = 10 4 or more references = 20 | 20 |
| 4. CAMA methodology and CAMA ability | <ul style="list-style-type: none"> • Bidders methodology and ability in performing Computer Assisted Mass Appraisal (CAMA) and the applicable data management required to support mass valuations. | 10 |
| B - Total | | 50 |

SECTION K

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD TRANSFER SPECIFICATION SYSTEM COMPLIANCE PRE-PAYMENT ELECTRICITY ONLINE VENDING AND MANAGEMENT SYSTEM FOR A PERIOD OF THREE YEARS

INTRODUCTION

The uMngeni Municipality is calling for a professional service provider and suitably and qualified Valuers for the maintenance Supplementary Valuation Rolls, Provision of a Valuation Roll Management System, Geospatial Property Register and a Revenue Monitoring Tool for a period of 4 years from the date of appointment.

The successful Tenderer must commit themselves to strict confidentiality both during and after the project. The successful Tenderer must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the Tenderer must advise the Municipality accordingly.

PROJECT OBJECTIVES

The objective of the project is to appoint a valuation service provider to perform the functions of the Municipal Valuer in terms of the MPRA for a period of 4 years. It is noted that the validity period of the current general valuation roll is until 30th June 2027, in which case this contract may be extended at the discretion of the municipality. The service provider must provide a functional and fully compliant valuation roll management system, undertake to maintain the Geospatial Municipal Property Register and assist the municipality with revenue management through the provision of a revenue monitoring tool. The objectives of the project require the service provider to:-

- (a) Update the geospatial municipal register of properties with all relevant changes to the property attributes per record;
- (b) prepare all supplementary valuations whenever necessary for all properties within the municipal jurisdiction from the geospatial register supplied and maintained by the municipality.
- (c) capture/upload all necessary property data into the mSCOA enabling valuation roll management system (VRMS) licensed to the municipality.
- (d) Prepare the section 78 notices and address any reviews as required
- (e) Finalise the annual supplementary valuation roll for publication, prepare the required notices, both ratepayer and media/provincial gazette notices, in compliance with section 49;
- (f) Review all objections and prepare the section 53 notices.
- (g) Represent the municipality's interests with the appeal applications and any objection reviews at the appeal board hearings;
- (h) Provide the necessary data extracts and reporting to meet the municipality's obligations for provincial and national monitoring purposes for the duration of the contract and;
- (i) prepare and submit annual reports to the municipality on MPRA compliance as requested.

The successful Bidder must take account of legislation and all amendments including regulations and implement these in consultation with the municipality.

The Bidder is hereby advised that the MPRA and its implementation is governed by legislation that may be amended from time to time and that may be promulgated during the contract period. The municipality therefore reserves the right to review the contractual obligations of the successful Bidder to ensure compliance with the MPRA and any other relevant changes within the local government legislative framework. Specific note is made of the prescribed compliance with mSCOA in terms of the financial transactional reporting and the mSCOA classifications as prescribed in v6.7.

PROJECT DURATION & PROJECT START DATE

The contract is for the period:

Four (4) years from the date of award.

This is less than the remaining validity period of the current valuation roll.

The municipality has the discretion to extend the contract to 30th June 2027.

The successful Bidder must be ready to assume work within 7 working days from the date of appointment by the municipality.

The bid validity period is 90 days from close of the bid.

VALUATION ROLL MANAGEMENT SYSTEM (VRMS)

Valuation Roll Management System (VRMS) must enable mSCOA compliancy and must include functionality to support the prescribed mSCOA classifications

Provision of functional and operational Valuation Roll Management System: Certification of ownership should be presented. The VRMS must be operational and available for demonstration as requested by the municipality. Evidence of the VRMS being operational on other SAMRAS municipal sites is an additional recommendation.

- VRMS installed and operational
- VRMS valuation of property
- VRMS data import and export facility
- VRMS create, read and search, update and delete functionality for roll data
- VRMS reporting facility, standard and availability for the development of bespoke reports
- Ability to capture and store Deeds Office data
- Ability to store history of data with audit trails
- Integration of GIS viewer in the VRMS
- Manage objections and appeals processing as per MPRA
- Demonstrated security of data for the roll and data security
- Ability to redact certain contents of the data reports as required in terms of POPIA
- Ability to compile supplementary rolls from the supplementary valuations completed in a year

- Ability to generate and print section 78, 49, 53 of MPRA as well as Valuation Certificates and as well as other reports in terms of the MPRA
- Integration of Valuation Roll Management System with SAMRAS financial management system.

MUNICIPAL REGISTER OF PROPERTIES

The geospatial property register must be maintained monthly with the following relevant property data sets:

- Registered layer
- Unregistered layer
- Cadastral layer
- Zoning layer as provided by the municipality.
- Spatial Development Frameworks and Land Use Management Systems data

An estimated 90-200 attribute changes (please advise if this is a realistic estimate) are processed per month. These will raise the respective *section 78* triggers for the preparation of supplementary valuations, whenever necessary.

UPDATING OF PART A OF THE PROPERTY REGISTER, THE CONSOLIDATED VALUATION ROLL.

The bidder is required to perform the functions of the Municipal Valuer to update the valuation roll in compliance with the provisions of *section 78*. Supplementary valuations must be prepared whenever necessary or as instructed by the municipality and/or as informed by the changes to property records within the municipal register of properties.

Valuation Roll Maintenance means the performance of the functions of the Municipal Valuer as contemplated in section 34 and the updating of rolls in terms sections 77, 78 and 79 of the MPRA, and must include:

- liaison and communication with the ratepayers or Municipality on any matter omitted from or queried in the valuation roll or subsequent supplementary valuations whenever necessary;
- undertaking supplementary valuations in terms of sections 77 and 78 of the MPRA in respect of any rateable property—
 - incorrectly omitted from the valuation roll;
 - included in a municipality after the last general valuation;
 - subdivided or consolidated after the last general valuation;
 - of which the market value has substantially increased or decreased for any reason after the last general valuation;
 - substantially incorrectly valued during the last general valuation;
 - that must be revalued for any other exceptional reason;
 - of which the category has changed; or
 - the value of which was incorrectly recorded in the valuation roll as a result of a clerical or typing error.
- Supplementary valuations must reflect the market value of property determined in accordance with market conditions that applied as at the date of valuation, 1st July 2022 as adopted by a Council resolution.

- All supplementary valuations must be captured directly into the VRMS for billing purposes.

The successful Bidder must ensure that all property data, documents, correspondence, data collection forms and review forms emanating from the roll maintenance are uploaded to the valuation roll management system against each affected property.

For supplementary valuations and roll updating, the successful Bidder is responsible for liaising with the relevant municipal business units for any changes in terms of section 78 for the duration of the contract.

The Bidder must, monthly, prepare and generate all notifications in terms of section 78(5)(a) and (b) supplementary valuations and review decisions from the VRMS for the rates adjustments and audit purposes.

Print and postage costs are to the municipality's account. Where possible the municipality will use email or other social media platforms to communicate with ratepayers. The roll updating function includes all associated objection and appeals activities, including the section 78 and 49 administrative support and notifications. This project phase includes providing data and information extracts from the VRMS as required by the municipality for monitoring purposes.

An annual published supplementary valuation rolls must be prepared annually in terms of the MPRA and generated from the VRMS. The section 49 notices to the registered owners must be prepared and generated from the VRMS.

The Bidder must prepare the hard copy of the certified supplementary valuation roll in the format prescribed in the MPRA and regulations and submit the certified supplementary valuation rolls to the Municipal Manager within the required time frames. In compliance with mSCOA all valuation rolls must be generated from the VRMS licensed to the municipality.

The Bidder must attend to and resolve of all valuation reviews, objections, appeals in terms of the MPRA as required.

The Bidder must produce an annual maintenance close-out report.

Project Sales Review, Market and Valuation Methodology Reports The project requires that the municipality provides sales review, initial market reports and valuation methodology reports submitted to the municipality from the initial phase of the general valuation preparatory project.

This will enable the municipality to evaluate the supplementary values determined by Municipal Valuer. The general valuation roll's market reports as supplied will inform the supplementary valuations for the duration of the project period.

The successful Bidder is responsible for preparing all statutory notices required for the maintenance phases of the project in consultation with the municipality. These notices must be generated from the VRMS as prescribed by mSCOA. The VRMS will store all notices per property record in the document management module with the VRMS. All communication costs for sending out the notices will be carried by the municipality, both for the section 78 supplementary valuation notices and the section 49 notices for the annually published supplementary valuation rolls for the duration of the project.

The service provider must prepare the subsequent supplementary valuation rolls for publication on the municipality's official website. The municipality is responsible for preparing and lodging the required gazette notices and media advertisements.

OBJECTIONS AND APPEALS

Bidders should note that for the purposes of establishing a fixed bid price, objections are included in the cost of the preparation of the supplementary valuations. The cost of preparation for appeal board hearings and the hourly based rate for attendance is included as a rate. Bidders should insert the rate to process appeals on the Pricing Schedule. The Bidder should present an annual invoice on the actual number of appeals processed by the Bidder for the annually published supplementary valuation rolls. This amount will be remunerated annually following the final adjudication of the appeal applications for the published supplementary valuation roll for that specific year.

All objections received to the annually published supplementary valuation rolls must be reviewed promptly. These time frames will be negotiated between Bidder and the municipality upon closure of the objection period, once the quantum of the objections has been finalised. It is anticipated that all objection reviews will be concluded ahead of the commencement of the new financial year, 1st July.

The Municipal Valuer must process all objections by concluding the following tasks:

- Scan and capture all objections into the VRMS

- Review all objections and adjust the necessary details as appropriate

- Make available sales evidence in support of the review decision upon request

- Prepare objection review notices in the VRMS to notify the objectors/registered owners of the outcome of the objection review

- Provide written reasons for value adjustments greater than 10% or upon written request from the objector/property owner

- Capture all notices and correspondence to the relevant erf record within the VRMS.

- Prepare the Close out report on the objections processes.

All appeal applications must be carefully prepared by the Municipal Valuer ahead of the Valuation Appeal Board hearings. All properties that are subject to appeal applications must be physically inspected by the Municipal Valuer or the Assistant Municipal Valuer. Either the Municipal Valuer or the Assistant Municipal Valuer are required to attend the Valuation Appeal Board hearings.

ADDITIONAL SERVICES

These prices are requested on the Pricing Schedule, but these do not form part of the fixed price for bid evaluation purposes.

- (1) The successful Bidder may be instructed to attend to valuations for purposes other than for rating purposes.
- (2) The successful Bidder may be instructed to attend to valuations and assist the municipality in preparing an asset register for fixed property in terms of section 63 of the Municipal Finance Management Act, 56 of 2003, GRAP and the asset management policy of the municipality.
- (3) The Municipality is not obliged to use the successful Bidder for these added services and is entitled to use other resources at its discretion.

INFORMATION TO BE PROVIDED BY THE MUNICIPALITY

- (1) The current valuation roll is valid until 30 June 2027 with a general valuation having been undertaken and implemented on 1st July 2022. During the period of validity of the general valuation roll various supplementary valuation will be prepared. The VRMS should contains the consolidated valuation roll, Part A of the municipal register of properties, that always balances with the financial system.
- (2) The municipality invites all Bidders to view the current property information on their VRMS. An appointment may be made through the municipality.

The municipality takes no responsibility for the accuracy of the data and information provided in terms of the bid.

REVENUE MANAGEMENT MONITORING TOOL

The following revenue management monitoring functionality is required:

- I. Web-enabled geospatial monitoring platform
- II. The spatial representation of the valuation data and other non-financial data
- III. The following monitoring reports will be required per municipality:
 - I. Spatial representation of billing accuracy and completeness
 - II. Debtors age analysis
 - III. Spatial representation of the financial system
 - IV. Billing vs tariff discrepancies
- IV. The secure file transfer protocols between SAMRAS and the VRMS should be tested and operable.
- V. User access and security features should be detailed to be included in the description of the monitoring tool.

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

The Tenderer, as part of his function in collecting data on behalf of the Municipality, will be required to fully comply with the requirements of the Promotion of Access to Information Act, Act 2 of 2000. In terms of the

Promotion of Access to Information Act, Act 2 of 2000, the Municipality is obliged and compelled to provide certain information to the general public.

The Tenderer will not be required to provide information obtained in terms of MPRA, section 42 that is of a confidential nature, unless required to do so in terms of Section 44 of the said Act. The Tenderer will however be required to supply any information that is of a general nature available to the public in the format prescribed by the Municipality. Confidential information is considered as any information specific to a property and unique thereto where such information is not available to the public. Examples are: Rentals, details of leases, purchase and sale of members' interest in a close corporation, sale of shares in a company owning property, turnover clauses etc. Such information may only be disclosed in terms of Section 44 of the Act. It is anticipated that roll publications may require certain data to be redacted. The demonstration of the VRMS should include this functionality