



CHIEF ALBERTLUTHULI LOCAL MUNICIPALITY

TENDER NO: ALMT20/2022

COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004

CLOSING DATE:	11/04/2023	TIME	12H00
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NAME OF TENDERER	
TOTAL AMOUNT (MBD 3.1)	
CENTRAL SUPPLIER DATABASE NUMBER	
TAX COMPLIANCE PIN	
CONTACT PERSON	
TELEPHONE NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
SUPPLY CHAIN MANAGEMENT UNIT		FINANCIAL SERVICES	
JAMES NKOSI		DUMISANI GININDA	
MANAGER SUPPLY CHAIN		MANAGER CREDIT CONTROL AND DEBT COLLECTION	
TEL. NUMBER	017 843 4000	TEL. NUMBER	017 843 4000

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

TENDER DETAILS			
TENDER NUMBER	ALMT20/2022		
TENDER TITLE	COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004		
CLOSING DATE	11/04/2023	CLOSING TIME	12H00
TENDER DOCUMENT FEE	R 881.88	PREFERENCE POINT SYSTEM	80/20
BID BOX SITUATED AT	28 Kerk Street Carolina 1185		
OPERATING HOURS	The bid box is open during office hours, Monday to Friday from 8h00 to 16h00 and Fridays from 8h00 to 13h00.		
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.	
OFFER TO BE VALID FOR	90 DAYS FROM THE CLOSING DATE OF TENDER.	LOCAL CONTENT	None
PLEASE NOTE: - Prospective suppliers must be registered on CSD prior to submitting bids (open bids) Tenders that are deposited in the incorrect box will not be considered. - This bid is subject to the Preferential Procurement Policy 2022, the General Conditions of contract (GCC) and, if applicable, any other special conditions of contract. - Mailed, telegraphic, telex, or faxed tenders will not be accepted. - No late bids after closing date and time will be accepted. - Bids not clearly marked and unamend will not be accepted. - Bids may only be submitted on the bid documentation provided by the municipality. - No awards will be made to a person: - Who is in the service of the state, - If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state - Who is an advisor or consultant contracted with the municipality or municipal entity			

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SCHEDULE OF DOCUMENTS

The tender documents for this contract comprises of the following:

THE TENDER

T1: Tendering procedures

T1.1. Tender Notice and Invitation to Tender

T1.2. Tender Data

T1.3. Standard Conditions of Tender

T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

T2.2.1 Returnable Schedules Required for Tender Evaluation Purposes

- Schedule 1 : Resolution of Board of Directors
- Schedule 2 : Schedule of proposed sub-contractors
- Schedule 3 : Commitments of Tenderer
- Schedule 4 : Record of Addenda to tender documents
- Schedule 5 : Compulsory enterprise questionnaire
- Schedule 6 : Clearance certificate for water and lights
- Schedule 7 : Registration on Central Supplier Database
- Schedule 8 : Expertise of key personnel
- Schedule 9 : Availability of resources
- Schedule 10 : Track Record

T2.2.2 Compulsory Municipal Bid Documentation

- MBD 4 : Declaration of Interest
- MBD 5 : Declaration for procurement above R10-million
- MBD 6.1 : B-BBEE status level
- MBD 7.1 : Contract form for purchasing of goods / works
- MBD 7.2 : Contract form for rendering of services
- MBD 8 : Declaration of bidder's past supply chain management practices
- MBD 9 : Certificate of Independent Bid Determination

THE CONTRACT

C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

C1.1.2 Form of Acceptance

C1.1.3 Schedule of Deviations

C1.2 Contract Data

C1.2.1 Part 1: Data provided by the Employer

C1.2.2 Part 2: Data provided by the Service Provider

C1.2.3 Part 3: Specifications

C2: Pricing Schedule

C2.1 MBD 3.1: Pricing Schedule

C3: Terms of Reference

THE TENDER

TENDER NO.					
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1 TENDERING PROCEDURES

TENDER NO.					
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1.1 TENDER NOTICE & INVITATION

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

BID NUMBER:	ALMT20/2022	CLOSING DATE:	11/04/2023	CLOSING TIME:	12:00
DESCRIPTION	COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004				

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)

CHIEF ALBERT LUTHULI Local Municipality,**28 KERK STREET****CAROLINA****1185****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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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	Finance – SCM	CONTACT PERSON	Dumisani Gininda
CONTACT PERSON	JAMES A NKOSI	TELEPHONE NUMBER	017-843 4000
TELEPHONE NUMBER	017 843 4000	FACSIMILE NUMBER	N/A

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

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)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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:

TENDER NO.	ALMT20/2022				
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CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

TENDER NO.: ALMT20/2022

CLOSING DATE: 11/04/2023 AT 12H00

COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004.

Tender documents and specifications are available and can be obtained from Cashiers point, Municipal Building, 28 kerk street, Carolina, Mpumalanga 1185 (Tel: [017] 843-4000), at a non-refundable printing fee of **R881,88** or downloaded form etenders. Only bank guaranteed cheques or cash will be accepted. Cheques shall be made payable to the Chief Albert Luthuli Local Municipality.

The closing time for receipt of tenders is **12:00hrs** on **11/04/2023**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be public.

Any technical enquiries relating to the tender document may be directed to Nkosi JA at 017 843 4000.

Fully completed tender documents, clearly marked "**Tender No. ALMT20/2022: COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004**" with "**NAME of TENDERER**" **must be placed in a sealed envelope and placed in the tender box at Chief Albert Luthuli Municipality, 28 kerk street, Carolina**, by no later than 12h00 on **11/04/2023**. The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby 60 points has to be attained before evaluation on Price.. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy of 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Chief Albert Luthuli Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of Chief Albert Luthuli Municipal objectives.

No awards will be made to a person:

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

Pre-qualifying criteria for preferential procurement shall be applied. Bids will be pre-qualified for preferential procurement. Only bidders that meet the following pre-qualifying criteria shall be considered: The following documents have to be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)

- Copy of company registration certificate(CK) - Compulsory
- Copy of Tax compliance reference pin issued by SARS, to enable the municipality to verify the bidder's tax compliance status – Non-Compulsory
- Company Profile and CV's of key Personnel.
- Proof of registration with SACPVP.
- Proof of registration with the National Treasury Central Supplier Database (CSD). For more details please log on to www.csd.gov.za
- **No Joint ventures allowed for the compilation of the valuation roll**
- Copy of current municipal account (not older than 3 months and not in arrears more than 90 days) – copy of Lease Agreement with Landlords municipal account – Compulsory
- Duly Signed and dated of Authority of Signatory on company Letterhead – Compulsory
- Reference letters from the municipalities where valuation roll was compiled in terms of the MPRA (indicating number of properties as per the valuation roll).
- The use of correction pen (tippex) and erasable pen is NOT allowed.
- All MBD Documents must be completed and signed.
- The offer and acceptance form must be completed and signed.
- Audited annual financial statements for the past 3 years for Bid above R10m

MR. ME THABETHE (PR.TECH.ENG)
MUNICIPAL MANAGER
 CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY
 28 KERK STREET

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1.2 TENDER DATA

CLAUSE NO.	
	The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals. Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.
1.1	The employer is the Chief Albert Luthuli Local Municipality
1.2	The single volume approach is adopted for this contract. The list of returnable documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the returnable documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Chief Albert Luthuli Municipality bound up as it was when it was received. The tender documents issued by the employer comprise of the following: TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing Instructions and Schedule C2.2 Priced fees and disbursements Part C3: Terms of reference C3 Terms of reference

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		BIDDER	WITNESS	EMPLOYER	WITNESS

1.3	The employer's agent is: Name : Dumisani Gininda Capacity : Manager Credit control and debt collection Address : Chief Albert Luthuli Local Municipality P.O. Box 24, Carolina, 1185 Tel: (017) 843 4000 E-mail: ginindadm@albertluthuli.gov.za										
1.4	A competitive negotiation procedure will not be followed										
1.5	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: 1. Tenderer is registered on the Central Supplier Database 2. Tenderer is qualified and professionally registered for the service to be provided 3. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project Only those tenderers who score a minimum score of 60 points in respect of the following functionality criteria will proceed to the price and preference goals. <table border="1"> <thead> <tr> <th>Description of Quality Criteria</th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>Schedule 11 - Expertise of key personnel</td><td>40</td></tr> <tr> <td>Schedule 12 - Availability of resources</td><td>15</td></tr> <tr> <td>Schedule 14 - Track Record</td><td>45</td></tr> <tr> <td>Maximum total evaluation points for quality</td><td>100</td></tr> </tbody> </table>	Description of Quality Criteria	Maximum number of tender evaluation points	Schedule 11 - Expertise of key personnel	40	Schedule 12 - Availability of resources	15	Schedule 14 - Track Record	45	Maximum total evaluation points for quality	100
Description of Quality Criteria	Maximum number of tender evaluation points										
Schedule 11 - Expertise of key personnel	40										
Schedule 12 - Availability of resources	15										
Schedule 14 - Track Record	45										
Maximum total evaluation points for quality	100										
1.6	The closing time for submission of tender offers is as indicated in the tender notice and invite										
1.7	Alternative offers will not be considered										
1.8	Additional copies of the tender offer, document will not be required										
1.9 1.10	The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are: Location of tender box : Chief Albert Luthuli Local Municipality Physical address : 28 kerk street, Carolina, 1185 <u>Identification details:</u> As indicated in the tender notice <u>Tender No. ALMT20/2022 : COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004</u>										
1.11	A two-envelope procedure will not be followed										

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		BIDDER	WITNESS	EMPLOYER	WITNESS

1.12	The site of works is located at Chief Albert Luthuli Municipality
1.13	Not a requirement
1.14	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Time: 12H00 hours on 11/04/2023 Location: Council Chamber, 28 kerk street, Carolina, 1185
1.15	The procedure for the evaluation of responsive tenders is Method 1. The total number of tender evaluation points for preferences to may be claimed is indicated in MBD 6.1
1.16	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database; b) the tenderer has provided a copy/ printed Tax compliance status reference Pin to enable the municipality to verify the bidder's tax compliance status c) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and e) the tenderer has not: i) abused the employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect; f) it is considered that the performance of the services will not be compromised through any conflict of interest.
1.17	The number of paper copies of the signed Contract to be provided by the employer is one

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		BIDDER	WITNESS	EMPLOYER	WITNESS

T1.3 STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in clause 2 and clause 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 **The employer's right to accept or reject any tender offer**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

1.6 **Procurement procedures**

1.6.1 **General**

Unless otherwise stated in the tender data, a contract will, subject to **clause 3.13**, be concluded with the tenderer who in terms of **clause 3.11** is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 **Competitive negotiation procedure**

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of clause 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of clause 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of clause 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of clause 3.11 and clause 3.13 after tenderers have been requested to submit their best and final offer.

2 **TENDERER'S OBLIGATIONS**

2.1 **Eligibility**

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.

2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

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2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 **Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 **Alternative tender offers**

- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 **Submitting a tender offer**

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- 2.14 **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- 2.15 **Closing time**
- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- 2.16 **Tender offer validity**
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".
- 2.17 **Clarification of tender offer after submission**
- 2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

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2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

3 THE EMPLOYER'S UNDERTAKINGS**3.1 Respond to requests from the tenderer**

3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

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3.2 **Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the tender data. If, as a result a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 **Return late tender offers**

Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 **Opening of tender submissions**

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

3.4.3 Make available the record outlined in **clause 3.4.2** to all interested persons upon request.

3.5 **Two-envelope system**

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 **Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.7 **Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

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3.8 **Test for responsiveness**

- 3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- 3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- 3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.9 **Arithmetical errors, omissions and discrepancies**

- 3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **clause 3.11** for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
- 3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 **Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 **Evaluation of Tender Offers**

3.11.1 **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

3.11.2 **Methods 1: Financial offer, quality and preference**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, quality and preferences claimed, if any, in accordance with the provisions of **clause 3.11.3, clause 3.11.4 and clause 3.11.5**
- b) Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the formula in clause 3.11.5.
- c) Only tender who score the minimum required points will proceed to price and preference evaluation stage.
- d) Score the financial offers of remaining responsive tender offers using the formula in clause 3.11.3.
- e) Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.
- f) Rank tender offers from the highest number of tender evaluation points to the lowest.
- g) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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- h) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

3.11.4 **Scoring preferences**

The tender will be evaluated in terms of the Chief Albert Luthuli Municipality Preferential Procurement policy whereby 80 points will be awarded for price and 20 points will be awarded in terms of the following objectives:

- Enterprises that are at least 50% women-owned (maximum 5 points)
- Enterprises that are at least 50% owned by disabled persons (maximum 5 points))
- Enterprises with at least a 50% ownership by Youth (maximum 5 points)
- Locality (maximum 5 points)

3.12 **Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 **Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 **Prepare contract documents**

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,

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3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.16.3 Unsuccessful forms / documents will be disposed of after 24 months.

3.17 **Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 **Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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2.3: BACKGROUND**PROJECT SCOPE**

The Chief Albert Luthuli Municipality is calling for tenders from experienced and suitably qualified valuers for the compilation of a valuation roll and supplementary valuation rolls in terms of the Act, for the areas within its jurisdiction.

The valuation process generates a substantial percentage of municipality's income and therefore the municipality could suffer significant detriment, if the valuation services provided are not accurate. There is also a significant customer service focus associated with the valuation process that impacts on the municipality's image.

The successful Tenderer(s) must commit themselves to strict confidentiality both during and after the valuation task.

Tenderer(s) must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the Tenderer must advise municipality accordingly.

Tenderer(s) will be required to prepare a project plan and to adhere to the time schedules detailed therein. Municipality will provide the Tenderer with certain data. Any further data or information required to fulfil the requirements of the Act and the specific requirements of the municipality shall be for the sole account and responsibility of the Tenderer.

Tenders are invited from experienced and suitably qualified Tenderer(s) to compile and maintain valuation roll/s, supplementary valuation rolls and other valuation related services.

Tenderer(s) will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period:
1 July 2024 to 30 June 2028

In addition to compiling the said valuation rolls, Tenderer's nominated person/s will be required to assist municipality in:-

1. Community Participation and Public Awareness relating to the valuation and objection process.
2. Attending to Valuation Enquiries on behalf of the municipality.

Tenderer's nominated person/s will be required to undertake the following functions and/or services:-

- 1) Valuation of different categories of properties in terms of Section 8(2)
- 2) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by municipality.
- 3) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- 4) Compliance with the provisions of Section 30.
- 5) Compile the valuation rolls as at date of valuation in terms of Section 31.
- 6) Comply fully with Section 34 – Functions of Municipal Valuer.
- 7) Section 36 – Data Collectors. Assume responsibility for their performance.
- 8) Comply with Section 37 – Delegation where applicable and if necessary.
- 9) Comply with Section 39 – Qualifications of Municipal Valuers.
- 10) Comply with Section 40 – Prescribed Declarations.

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- 11) Comply with Section 41 – Inspection of property within defined days and times.
- 12) Comply with Section 42 – Access to Information.
- 13) Comply with Section 43 – Conduct of Valuers.
- 14) Comply with Section 44 – Protection of Information.
- 15) Comply with Section 45 – Valuation methodology and Section 13 hereof.
- 16) Comply with Section 46 – General basis of valuation.
- 17) Comply with Section 47 – Sectional Title Schemes.
- 18) Comply with Section 48 – Content of valuation roll including any additional information that the municipality may require in terms of this tender.
- 19) Comply with Section 51 – Processing of objections, if so required by municipality.
- 20) Comply with Section 52(1)(3) – Compulsory review.
- 21) Comply with Section 53 – Notification.
- 22) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- 23) Comply with Section 78 – Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by municipality.
- 24) Comply with Section 81 & 82 of the Act. Tenderer(s)/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.

2. PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

Tenderer will be required to fully comply with the requirements of the Access to Information Act, Act 2 of 2000. In terms of the Promotion of Access to Information Act, Act 2 of 2000, municipality is obliged and compelled to provide certain information to the general public. The Tenderer as part of his function in collecting data on behalf of the municipality will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000. Accordingly, Tenderer will be required to compile a manual as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000.

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

This directive should if possible be incorporated in the manual submitted in terms of the Promotion of Access to Information Act, Act 2 of 2000.

Tenderer will however be required to supply any information that is of a general nature appearing in the valuation rolls and available to the public in the format prescribed by the municipality and against payment if so required.

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Confidential Information is to be considered as information specific to a property and unique thereto where such information is not available to the general public.

Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses etc.

Such information may only be disclosed in terms of Sect (44) of the Act

5. CONFIDENTIALITY

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

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

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

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6. PENALTIES AND DEFAULTS

It is a specific condition of this tender that Tenderer is required to perform his task to acceptable standards and shall be obliged to meet the deadlines determined by the municipality.

In the event of Tenderer not conforming to the standards required by the municipality as contained in the tender document, Tenderer shall be given 30 days written notice to remedy such default failing which, the municipality will be allowed to cancel this appointment without further notice.

Serious default of this contract shall include but not be limited to

- Non-compliance to submission dates
- Breach of confidentiality and/or conflict of interest;
- Inadequate valuation performance in terms of sections 51 and 52 of the Act and/or the results of any Valuation Appeal Board arising from this tender.
- Inadequate valuation results measured against monitoring;
- Non-compliance with the Act and any other conditions referred to in this tender.
- Dishonesty
- Corruption

In the case of dishonesty or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to municipality. In all of the other events, the municipality will give Tenderer 30 days' notice to remedy such default, failing which the municipality shall cancel this tender without further notice or advice.

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

The Nominated Person as well as the Tenderer shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not. The findings of the adjudicator will be handed to the municipality, the nominated person and Tenderer.

The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Tenderer. The nominated person and/or Tenderer shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Tenderer and nominated person.

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

The Municipality shall in addition to any of its other rights to claim damages from the Tenderer be entitled to enforce the following penalties:

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6.1 PENALTIES

1. Delay in complying with stage 1 of the tender R5000 per day until completion.
2. Delay in complying with stage 2 of the tender R5000 per day until completion
3. Delay in complying with stage 3 of the tender R5000 per day until completion
4. Delay in complying with stage 4 of the tender R5000 per day until completion.
5. Delay in complying with stage 5 of the tender R5000 per day until completion
6. Delay in complying with stage 6 of the tender R5000 per day until completion
7. Delay in complying with stage 7 of the tender R5000 per day until completion.

Should it be apparent to the municipality that after Tenderer has been advised in writing by municipality that Tenderer is in default in complying with the deadlines of either stage 1 or 2 and that Tenderer has failed to rectify such default within the amended time limit set by municipality then in such event municipality shall be entitled to cancel the contract and appoint a substitute Tenderer. In such event, Tenderer will supply municipality with all data collected in his possession and municipality reserves the right to offset any payment due to Tenderer against the cost of appointing another person to fulfil the requirements of this tender. If the cause of delay is due to the municipality not supplying the Tenderer with agreed data, or other delays caused by the municipality themselves, then in such event, the municipality shall not be entitled to enforce this clause.

7. RETENTION

The municipality shall retain an amount equal to 10% of all payments made. Such retentions shall be paid over to Tenderer within 21 days of the Final Delivery Certificate having been issued by the municipality in terms of the definition hereof.

8. INSURANCE

Tenderer shall submit proof of Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1 000 000.00 and Public Liability Insurance held by Tenderer for a minimum value of R500 000.00.

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9. VALUATION SUMMARY

The tender requires a valuation roll to be compiled in terms of section 34(b) of the Act together with the compilation of annual supplementary valuation rolls.

The following is an approximate summary of the number of entries appearing in the current Valuation roll.

VALUATION CATEGORY	ESTIMATED NO OF ENTRIES
Residential Properties	22 819
Industrial Properties	27
Business and Commercial Properties	406
Agricultural Properties	1 483
Public Service Infrastructure Properties	90
Public Benefit Organization	128
Public Service Purpose	272
Municipal Properties	5 324
Multipurpose Properties	214
Mining	40
TOTAL ESTIMATED NO OF ENTRIES	30 803

Tenderer(s) shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Register will be made and compared to the above estimate.

The tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entry .

Where a property has been valued in terms of its multiple use, each multiple use will count as a separate entry in the calculation of final entries and price. Tenderer shall provide municipality with documented proof of the total number of entries contained in the property register and the municipality reserves the right to check, audit and verify such entries.

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10. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled on an annual basis for the following periods:

1 July 2024 to 30 June	2025
1 July 2025 to 30 June	2026
1 July 2026 to 30 June	2027
1 July 2027 to 30 June	2028
1 July 2028 to 30 June	2029

Tenderer will be required to submit a certified supplementary valuation roll by the 1ST April of each year. Supplementary Valuations will be compiled on an ongoing basis as they occur and supplied to municipality as soon as is reasonably possible. Tenderer will supply the municipality with a monthly schedule of all supplementary valuations compiled by him and ensure that the property master file is updated continuously as a result of such changes.

The Tenderer must submit to the municipality all updated GIS information pertaining to the municipal valuation roll which includes (but not limited to) cadastral and aerial photos for all properties. Municipality will require that Tenderer maintains a register of all supplementary valuations in the course of being compiled by Tenderer and such register will contain provision for monthly reporting on all outstanding supplementary valuations and the reasons thereof.

All terms, conditions and references applicable to the compilation of the valuation roll shall be applicable to the compilation of supplementary valuation rolls. The cost of compiling supplementary valuation rolls and the maintenance thereof shall be based on the fees as set out in **Schedule 3** hereof.

Tenderer shall if required by the municipality as part of the maintenance of the valuation roll, to annually re-inspect and review the valuations relating specifically to properties subjected to Sections 9 & 15 of the Act.

11. OBJECTIONS

Tenderer must comply with the provisions of sections 51, 52 & 53 of the MPRA, including the following –

- (a) the Service Provider must record all objections in a database;
- (b) the Service Provider must respond in writing to all objectors as required by the MPRA;
- (c) the Service Provider must prepare the notices in terms of section 49 of the MPRA;
- (d) the Service Provider must consider objections and amend the valuation roll, if necessary based on the Municipal Valuers decision;
- (e) the Service Provider must make sales evidence in support of a decision regarding and objection available upon request by the Municipality;
- (f) the Service Provider must provide written reasons to the Municipal Manager for any Municipal Valuer decisions of value greater than 10%;
- (g) the Service Provider must prepare and maintain a GIS cadastral layer of objections received with decisions and changes;
- (h) the Service Provider must notify an objector of the outcome of an objection and furnish reasons for its decision upon application by the objector;
- (i) the Service Provider must furnish written reasons for its decision upon application by an objector;
- (j) the Service Provider must prepare a close-out report of all objections received and processed.

12. APPEALS

The Tenderer must attend all hearings of the valuation appeal board hearings.

(1) The Service Provider must assist the municipality with the resolution of appeals, including the following –

- (a) the Service Provider must record all appeals in a database;
- (b) the Service Provider must make sales evidence in support of a decision regarding and objection available upon request by the Valuation Appeal Board;

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- (c) The Service Provider must represent the Municipality at hearings of the Valuation Appeal Board through the Municipal Valuer or an Assistant Municipal Valuer;
- (d) the Service provider must amend the valuation roll if the Valuation Appeal Board rules in favour of the appellant.
- (e) the Service Provider must prepare and maintain a GIS cadastral layer of appeals received with decisions and changes; and
- (f) the Service Provider must prepare a close-out report of all objections received and processed.

13. DATA COLLECTION AND DATA COLLECTION SYSTEMS

Tenderer will be fully responsible for the obtainment of all data necessary for Tenderer to compile the Valuation Roll and Supplementary Valuation Rolls.

The data collected by Tenderer must be capable of being checked, audited, verified and monitored. Municipality will establish or have established whether the standard of data collection is accurate and in accordance with generally accepted valuation standards suggested by either The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognized South African bodies relating to the valuation profession.

If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give Tenderer 30 day's written notice setting out their findings and request Tenderer to rectify such default, failing which municipality shall be entitled to cancel this tender without further notice. Tenderer will be given the opportunity to explain to municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by Tenderer. All data collected by Tenderer in no matter what format is the property of municipality.

The collection of data on behalf of the municipality is critical and vital in the determination of true and accurate municipal valuations. Where Tenderer has made use of aerial photography and or satellite imagery utilizes at his discretion and/or supplied by him either voluntarily or on behalf of the municipality, such aerial photographs and/or satellite imagery will become the data of the municipality and the Tenderer shall have no lien thereon. Notwithstanding Section 45(2) (a) of the Act, whereby inspections are optional, Tenderer will be required to adhere to the following minimum data collection requirements:-

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In all cases the following data will be applicable:

- Extent of erf
- Date of purchase (where available)
- Purchase price (where available)
- Multiple use (if applicable)
- Name of owner (including part owners)
- Street address (where available)
- Postal address
- Zoning and use

In addition to the above data the following minimum data is required:

- RESIDENTIAL ERVEN AND BUILDINGS
- Age
- Adverse features i.e. next to informal settlement, busy road, etc.
- Condition and rating
- Number of storeys
- Quality
- Size of dwelling/s, outbuildings and other structures on the property
- Special features i.e. swimming pool, walling
- Topography/slope
- View

SECTIONAL TITLE RESIDENTIAL SCHEMES

- Age
- Adverse features
- Condition of section
- Condition of scheme
- Developable Land reserved for future extension to scheme
- Erf no (cross referred)
- Exclusive use area
- Floor level

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

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INCOME PRODUCING PROPERTIES

- Condition rating
- Description of units i.e. 12 x 1 bedroom flats, 6 x ground floor shops
- Expense ratio to gross income
- Rentable or usable area
- Gross building area
- Other income factors e.g. car bays
- Quality of building rating
- Rentals actual and/or estimates provided by agents, tenants, landlords etc
- Sales capitalization rates and other information obtained from agents, brokers, purchasers etc.
- Surplus developable land
- Turnover contribution if available

SPECIALISED PROPERTIES

- Data relating to specific type of property e.g. number of beds in hospital etc.
- Schedule reflecting description and use of buildings.
- Size of all buildings

PROPERTIES USED FOR AGRICULTURAL PURPOSES

- Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc
- Description of all buildings including use, condition and functionality.
- Schedule of estimated building sizes
- Investigation of land claims, land tenure etc

AGRICULTURAL SMALL HOLDINGS

- Where used as a farming unit 13.5 will apply
- Where used for other purposes 13.1, 13.3 or 13.4 may have to be followed.

URBAN VACANT LAND

- Adverse features
- Positive features
- Topography/slope
- Soil conditions

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- Services
- View

MINING LAND

- All data relating to the freehold including inter alia offices, hostels, dwellings etc.
- Buildings must be measured and fully described.
- Mining equipment and/or machinery i.e shafts, headgear etc are excluded.
- Where mining land is held under separate mining title all details of the activities relating to the title must be stated in full including inter alia:- size and description of buildings and improvements that are not deemed to be plant or equipment.

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REGISTERED LEASES

- Salient features of the lease.

PUBLIC INFRASTRUCTURE

- All relevant data including description, size and use of buildings.
- All equipment and/or machinery relating to Public Infrastructure must be excluded from the valuation process.

14. GENERAL

Sales are to be comprehensively inspected and analyzed during the compilation and Maintenance phase of this tender. Such analysis is to be fully documented and made available for internal and external monitoring purposes. In the case of all properties other than agricultural farming units, where aerial photography and/or satellite imagery is not being used a digitized site plan must be submitted. This requirement will apply to the compilation of the valuation roll as well as the supplementary valuation rolls.

Records relating to rentals, vacancies, expense ratios, capitalization rates, construction costs and any other data that will have a bearing on the influence of market value are to be documented, recorded and analyzed during the duration of this tender. Sales are to be recorded and distinguished between vacant and improved sales. If building plans are used, they are to be verified and checked against actual buildings erected on the property and the data collected must reflect an "as is" situation found on the site. Categories of properties as well as multiple purpose properties are to be reflected.

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

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

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

Tenderer(s) must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 9 hereof. The valuation roll must be fully compatible with the billing system of the municipality. Other data must be capable of being adapted to other systems of the municipality.

15. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY AND/OR TENDERER**UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE TENDERER WITH THE FOLLOWING DATA:**

1. Current Valuation Roll (where no valuation roll exists municipality to specify);
2. Copies of all Supplementary Valuation Rolls;
3. Available data such as field sheets, valuation records etc.

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OPTIONS

Municipality will provide the following data indicated by (Y) to the Tenderer and the data indicated by (N) the Tenderer must obtain at their own cost.

DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photographs/satellite Imagery	N	Municipality does not provide aerals the tenderer must obtain aerals at their cost.
2	Building plans	Y	
3	Bulk deeds download at commencement date	Y	
4	Cadaster	Y	
5	Copies of all offers received to purchase and/or lease Municipal properties	Y	
6	Copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	Y	
7	Copies of all consent use applications received, approved or declined	Y	
8	Copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	Y	
9	Copies of all approvals and/or rejections by municipality of the above	Y	
10	Copies of all policy decisions relating to immovable property within municipality	Y	
11	Copies of water and electricity deposits relating to properties not previously connected	N	
12	Geographic information System	Y	
13	Monthly clearance certificates	Y	
14	Monthly Deeds downloads	Y	
15	Monthly Deeds downloads	N	
17	Occupation Certificates where available	Y	
16	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	Y	
17	Report of properties affected by environmental restraints or subjected to onerous	N	

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	environmental impact assessment requirements		
18	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	Y	
19	Town planning scheme	Y	
20	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement	Y	

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SUPPLEMENTARY VALUATION ROLL

Municipality will specify which of the following data it will make available to Tenderer and what data it requires Tenderer to obtain at their cost (Indicate with a tick what is applicable)

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photographs/ satellite Imagery	N	If municipality does not provide aerals: Municipality to state clearly whether they require Tenderer to obtain aerals (at the cost of Tenderer) or whether Tenderer can decide, at his discretion, to use aerial Photography or not.
2	Building plans and schedule of monthly completed buildings.	Y	
3	Cadastre monthly updates	Y	
4	Monthly copies of all offers received to purchase and/or lease Municipal properties	Y	
5	Monthly copies of all sales/ rental agreements relating to properties sold by municipality whether registered or not 6 Monthly copies of all consent use applications received, approved or declined	Y	
6	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	Y	
7	Monthly copies of all approvals and/or rejections by municipality of the above	Y	
8	Monthly copies of all policy decisions relating to immovable property within municipality	Y	
9	Monthly copies of water and electricity deposits relating to properties not previously connected	Y	
11	Development Plan and changes thereto	Y	
12	Geographic information system Monthly maintenance thereof - if applicable	Y	
13	Monthly clearance certificates	Y	
14	Monthly Deeds downloads	Y	
15	Monuments and Heritage buildings declared from time to time	Y	
16	Occupation Certificates where available	Y	
17	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. –ongoing basis	Y	
18	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	Y	
19	Town planning scheme – updates thereof	Y	
20	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement	Y	

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21	Annual inspection and review of section 9 & 15 properties referred to in the Act	Y	
22	Monthly diagrams from surveyor general	N	
23	Notices appearing in government/ provincial gazettes relating to properties within the municipality	Y	
24	Annual review of rates policy copy thereof	Y	

Note: Where the municipality fails to provide the Tenderer with any of the information it undertakes to do so in terms hereof resulting in delays being incurred in the compilation of the supplementary valuations and/or the supplementary valuation rolls, Tenderer will not be held liable for any such delays. Tenderer will however be held fully liable for any delays in the submission of supplementary valuations to the municipality.

Where the municipality is not fulfilling their obligations in terms of this paragraph Tenderer will advise the Municipal Manager of such default and request that the default of municipality be rectified by them.

16.PRINTING AND BINDING OF ROLLS

Tenderer shall be responsible for providing final copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.

The valuation roll shall be spirally bound and each volume shall be numbered and contain a cover and back page. All pages of the valuation roll shall be consecutively numbered. The printing and binding of the valuation roll shall be for the account of the Tenderer. In addition, Tenderer shall provide the municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format.

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17. VALUATION SYSTEM

Tenderer shall satisfy municipality that its valuation system will adequately be capable of not only producing the valuation rolls, but also storing historic data necessary in terms of the Promotion of Access to Information Act, Act 2 of 2000. The minimum, requirements of the Valuation System must be as follows:-

- 17.1 If a mass valuation system is used by Tenderer, the system must be compatible with the valuation system of the municipality if applicable.
- 17.2 The valuation system must be compatible with the GIS system utilised by the municipality as well as other management systems that are affected by the valuation process.
- 17.3 The valuation system must be compatible with the billing system of the municipality
- 17.4 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 17.5 It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.

In The Case Of Property Data

- The valuation system must be able to store changes relating to inter alia;-
- Land use, zonings, size, sub divisions, consolidations, notarial ties etc.
- Current and previous owners
- Date of sale and transfer
- Sales price
- Title deed numbers
- Servitudes
- Caveats
- Type of sale i.e. vacant or improved

In The Case Of Valuations

- All current and future valuations
- All changes to valuations to be historically reflected
- Ability to produce monthly supplementary rolls for auditing and checking purposes

18. Objections

- The valuation system must be capable of recording objections and appeals and must reflect
- Name of objector
- Name of owner
- Objection number
- Entry required by objector

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- Decision of valuer
- Reasons of valuer
- Decision of appeal board
- Existing valuations and valuations reflected in the valuation roll
- Adjustments made by the appeal board
- Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

19. Other

The valuation System must be capable of storing inter alia:-

Building plan data where used in the valuation process, site plans, aerial photographs, GIS data, and all other pertinent data on a historic basis. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this tender, pertaining to that erf can be extracted by reference to that erf.

The valuation system must be capable of extracting all properties that are subject to multiple entries, rebates, reductions or exemptions.

The valuation system must be able to extract properties on a specific owner type i.e. municipal properties, state owned properties as well as categories of properties in terms of the rates policy of the municipality.

The valuation system must also be able to extract vacant properties and other information that the municipality may require for statistical purposes.

The valuation system must be able to download data directly from the deeds offices as well as recording and linking properties from various databases with the property key number of the Surveyor General.

20. DATA BACK UP AND DISASTER RECOVERY PLAN

All data collected by Tenderer is the property of the municipality.

Tenderer will be required at all times to fully protect such data against theft, data corruption, data espionage and data loss.

The maintenance and protection of data on behalf of municipality is critical and vital.

Tenderer will ensure that all data protected and backed up is capable of being restored and reinstalled into the valuation system of either municipality or Tenderer in less than seven working days from date of data disaster.

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

Municipality reserves the right to appoint either its own officials to assess the data protection and disaster recovery procedure or appoint independent specialists to evaluate and consider the merits and adequacy of the plan.

Tenderer will comply with the following minimum requirements for data protection and data recovery:

- Tenderer will ensure that all data collected manually on paper be scanned into PDF document 'read only' format.

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- Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- Tenderer shall enforce all other static documents - formats are set as read only and set the relative permissions on GIS and all third party data.
- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.
- Tenderer will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.
- Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderer(s) appointed network administrator/s only,
- Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.
- Tenderer(s) will ensure that data which is available to the public and not of a confidential nature is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer's infrastructure or appointed third party service provider's infrastructure.
- Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.
- Tenderer may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing.
- All data output from a relational database system will be provided and made available in an approved format to municipality.
- Tenderer will ensure that all data is backed up on a daily basis and verified.
- Tenderer will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.
- Tenderer will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- Tenderer will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- Tenderer will ensure that this backup cycle be enforced for the duration of the tender. Tenderer will adhere to and implement the backup software vendors 'best practice specifications.
- Tenderer will adhere to and comply with the backup hardware manufacturers specifications.
- Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

Municipality may review and amend this requirement at any time to keep pace with changes in technology and equipment. Should municipality require that a revised basis of backup be implemented that is substantially different from that contained herein, they will consider a contribution towards the cost of Tenderer, implementing such changes.

Municipality reserves the right to authorise and appoint a third party consultant, to check and monitor the data protection methods of Tenderer during the duration of this tender.

Tenderer shall ensure that the data protection policy implemented by Tenderer is within the specifications and requirements of the municipality for the full period of this tender.

In the absence of a data protection policy, annexed to this tender the following minimum data collection specifications will apply to the appointed Tenderer/s.

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17.2 DATA TRANSFER

Bulk data transfer shall be made available to municipality in a format specified by municipality. Tenderer will ensure that a minimum of LTO 2 Tape Backup technology or equivalent is utilised on a daily basis.

Municipality may request these tapes/media from time to time to verify and ensure data integrity. Tenderer may utilise optical based media technology for archiving purposes.

Tenderer may utilise optical based media technology for data presentation.

Tenderer will ensure that all optical based media be 'read only'.

Tenderer will ensure secure site protocols are enforced for all website/internet available data.

Tenderer will ensure that all data collected be transferred to municipality on a minimum of a fortnightly basis.

21. GENERAL

Tenderer will ensure that he fully acquaints himself with the amount of data to be stored and what data needs to be protected and satisfies the municipality or its duly appointed consultant that the Tenderer has an adequate Computer System to fully comply with the needs of paragraph 17 hereof as well as any other computer needs of the Tender.

22. KEY TASK FUNCTIONS

Tenderer(S) will be required to follow the stages set out below and adhere to the following deadlines;

STAGE	DESCRIPTION	DEADLINE DATE	Type C low municipality	
1	Initial Data collection, deeds down load, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of Property master.		3-4 months	
2	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc		12 months	
3	Compiling of valuations		4 months	

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4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation		1-2 months	
5	Submission of draft roll			Municipality may at their option require a draft roll to assist in the determination of their tariffs or to internally monitor the standard of the valuation roll. If required they may require Tenderer to correct the draft roll prior to submission of the certified roll
6	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the municipality		1 month	
8	Objections process as per Act			
9	Valuation appeal board hearing			
10	Attending to all valuation enquiries			
11	Submission of all data or copies thereof to municipality & issuing of final delivery certificate			

Note: These items are optional and may not be required by municipality. If municipality requires any of the above options they must indicate under this paragraph

23. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

Accurate data collection is critical during the duration of the entire contract. Tenderer(s) will have to ensure that data collected can be monitored by municipality and verified. Critical data that has a direct effect on valuations i.e. size, zoning, values etc. must be able to be fully audited by way of an acceptable audit trail. Failure to meet the deadlines will result in a cumulative knock-on effect with regard to the submission of the certified roll and subsequent rendering of Municipal rates and taxes accounts.

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Failure to meet the deadlines in regard to the submissions of draft and certified valuation rolls will result in delays in the finalisation of the annual rates policy, which will ultimately affect the determination of the rates structure of the municipality.

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

Payments will be effected on a pro-rata basis payable either at the end of a stage or in progressive performance related payments during a stage.

24. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

- Copy of current valuation roll (if compiled)
- All supplementary valuation rolls
- Cadastre information
- aerial photographs if supplied by municipality

Bulk Deeds download.

Download all data onto Tenderer(s) valuation system and create property master.

Compare cadastre with the deeds download and existing Municipal Valuation Roll.

Download other data in terms of section 48(2).

Order aerial photographs if not supplied by municipality.

Stage 2: DATA COLLECTION:

Includes: -

Inspections, measurements, sales, field sheets, data capture forms, updating of historic sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.

Use of aerial photographs for identification and/or electronic measurement.

Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

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Stage 4: INTERNAL MONITORING OF VALUATIONS:

Internal quality control to be conducted by Tenderer and measured against current sales and other relevant market data and adjusted to date of valuation.

Basis on which the initial roll has been internally monitored must be made available to the municipality or its appointed monitors.

The initial roll after internal monitoring must be amended and/or corrected if necessary.
This includes cross boundary monitoring within the Municipal area if applicable.

Stage 5: SUBMISSION OF DRAFT ROLL:

Draft roll to be submitted and internally checked and/or monitored by the municipality at their sole discretion.

Stage 6: CORRECTIONS TO DRAFT ROLL AND SUBMISSION OF CERTIFIED ROLL:

Tenderer will be required to correct any entry that has been found to be incorrect in terms of size, description, zoning, ownership, etc. as well as incorrect valuations based on sales ratio analysis and other factually indicated market trends.

All draft valuation rolls submitted may be subjected to external monitoring by the municipality.
After correcting the Draft Roll, if it is a requirement of municipality to do so, Tenderer shall bind and certify the roll for submission to the Municipal Manager.

Stage 7: OBJECTION PROCESS:

Tenderer will be obliged to attend to the following:

Receive objections in terms of section 50(5)

Comply with section 51 and where section 52(1) is applicable comply with section 52(a)

Comply with section 53(1) and 53 (3)

Stage 8: VALUATION APPEALS BOARD HEARINGS:

In terms of section 34(f) Tenderer shall be obliged to attend all sittings of the Valuation Appeals Board.

Stage 9: ATTENDING TO ALL VALUATION ENQUIRIES:

Tenderer will, if required by municipality attend to all valuation enquiries from time to time regarding the valuation roll and supplementary valuation rolls.

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Stage 10: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY & ISSUING OF FINAL DELIVERY CERTIFICATE

Tenderer(s) will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary valuation roll thereafter that a copy of all data in their possession has been provided to municipality in either an electronic or hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.

To enable municipality to issue a final delivery certificate, Tenderer shall issue a signed declaration that he has transferred copies of all data in either electronic or hard copy format to municipality and will continue to do so at monthly intervals thereafter.

26. PUBLIC PARTICIPATION AND AWARENESS:

Tenderer(s) may be required to attend meetings in regard public awareness relating to the valuation process. Tenderer(s) may be required by the municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in **Schedule 3** hereof.

27. METHODS OF PAYMENT:

The municipality will pay Tenderer on a progress basis measured against performance of each stage.

STAG E NO	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLET ION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase	10%	✓	
2	Data collection	30%	✓	
3	Valuation compilation	20%	✓	
4	Internal monitoring	-	✓	
5	Submission Draft Roll	5%	✓	
6	Submission of certified roll	5%	✓	
7	Objection process and completion of reasons	10%	✓	
8	Valuation appeal board Hearing	10%	✓	At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the Certified roll has been submitted, then six months after the date of such Submission.

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9	Submission of data to municipality and issue by municipality of final delivery certificate	10%	✓	
		100%	✓	

28. SCHEDULE OF FEES

The Schedule of Fees, **Schedule 3** must be completed by the Tenderer and will be read as the Tenderer(s) fee proposal in terms of this tender

29. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

Compatible to Arc GIS 10 or newer

GENERAL DESCRIPTION OF SERVICE

The Tenderer will employ a GIS in a supportive role to:

- Identify and describe the cadastral boundaries of each property within the municipal area;
- Guide Valuation Inspectorate to the sites to be inspected;
- Balance the properties of the municipal area with the entries registered in the Deeds Office as well as the Surveyor-General;
- Display geo-referenced aerial photographs of the area so as to provide the Valuer with a clear picture of the subject properties;
- Maintain the cadastral data during the maintenance period so as to reflect the properties contained in the valuation roll at all times

GIS DATA STANDARDS

The following minimum standards will apply in respect of the GIS data format and compatibility:

- All GIS data will be available in a format compatible with the GIS of the municipality (if applicable);
- Cadastral data will be available in geographic coordinates on the WGS84 datum;
- The sizes of cadastral entities represented by means of the GIS, shall match the registered size of such properties, subject to a deviation of acceptable tolerance;
- A copy of all aerial photography used by Tenderer will be provided to municipality in either electronic and/or hard copy versions, 30 (thirty) days after submission of the certified valuation roll;
- Municipality must state the maximum age of aerial photography and/or satellite imagery to be used. As a guide line where no spatial data base representing footprints of buildings is available, older aerial photographs which are more economical to obtain can be used. However, where aerial photographs are required to detect changes in the data from year to year, only new photographs can be used.
- Despite the age of the aerial photography used in the valuation process, it remains the responsibility of the Tenderer to ensure that the data reflected on the valuation roll is an accurate and true reflection as at date of valuation of what is found on the properties comprising the roll. Tenderer(s) must therefore use ground control measures to verify and confirm the results obtained from aerial photography.
- The GIS shall be fully compatible with the Tenderer(s) valuation system. As well as being compatible with the municipal system.

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SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

Where Tenderer is required as a condition of tender to supply such photography in terms of item 1, paragraph 14.2 hereof. The following minimum specifications will apply

DESCRIPTION	SPECIFICATION	
	<u>Urban</u>	<u>Rural</u>
Colour	Nice to have but panchromatic will suffice	
Scale of negatives	1:10 000	n.a
Off-nadir angle	0° - 15°	
Digital format	Tiff or Mr Sid with the applicable world file (*.tifw or *.sidw).	
Projection	Transverse Mercator 29° East	W929
Datum	WGS84	
Accuracy	<= 1m	5m to 15m
Resolution	<= 0,25m	0,50m to 1,25m
Ground control	Yes	No
Ortho rectification	Yes	Yes
Mosaicing	Yes	Yes
Geo-referencing	Yes	Yes
Collection method	Aerial photography	Aerial photography or satellite imagery
Application	Suitable for capturing footprints of buildings and structures as well as broad land uses	Suitable for capturing broad land uses and identify position and approximate size of buildings and structures
Cloud cover	<5%	

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T2 RETURNABLE DOCUMENTS

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

TENDER NO.					
		BIDDER	WITNESS	EMPLOYER	WITNESS

T2.2 RETURNABLE SCHEDULES

TENDER NO.					
		BIDDER	WITNESS	EMPLOYER	WITNESS

**T2.2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION
PURPOSES**

TENDER NO.					
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at	(place)	
On	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender to the Chief Albert Luthuli Municipality in respect of the following project:	
	TENDER ALMT20/2022: COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004	
2.	Mr/Mrs/Ms	
	in his/her capacity a:	(Position in the Enterprise)
	and who will sign as follows:	(Authorized Signature)
	be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.	

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			

Note:

- * Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

--

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE 2

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

NAME OF ORGANIZATION	
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SCHEDULE 3

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

Current Projects / Contract		Organization	Contact Person Name	Contact Tel. No.	Contract Amount	Contract Period	Date of Commence-ment	Scheduled Date of Completion
1.								
2.								
3.								
4.								
5.								

NAME OF REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.	ALMT20/2022				
BIDDER		WITNESS		EMPLOYER	
		WITNESS			

SCHEDULE 4**RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / we confirm that the following communications received from the Chief Albert Luthuli Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I / we confirm that no communications were received from the Chief Albert Luthuli Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.	ALMT20/2022				
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SCHEDULE 5**COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise**Section 2: VAT registration number, if any****Section 3: Particulars of sole proprietors and partners in partnerships**

No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)	
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

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Name of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)	
A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: insert separate page if necessary

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SCHEDULE 6**CLEARANCE CERTIFICATE FOR WATER & LIGHTS**

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with X where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	If yes, please attach proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months and not in arrears more than 90 days.		
6.	Does the bidder lease / rent the property where the business is situated?		
7.	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
8.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof and proof of Municipal rates account for the Landlord.		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

*** IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE AS NON RESPONSIVE**

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		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 7**NOTICE OF SUPPLY CHAIN MANAGEMENT
CENTRAL SUPPLIER DATABASE REGISTRATION**

Par 14(1)(a) of the municipal supply chain management policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements.

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Chief Albert Luthuli Municipality.** The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate).

QUESTIONS		YES	NO
1.	Is your company registered on the Central Supplier Database?		
2.	If yes, provide the following details:		
2.1	▪ CSD registration number	MAAA	
2.2	▪ Unique CSD number		
3.	Enquiries related to par. 2.1 and 2.2 can be made to		
4.	If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document		
I, (insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (insert company name)			
*Attach proof of CSD-Compulsory			
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

SCHEDULE 8

EXPERTISE OF KEY PERSONNEL

Expertise of qualified Professional Valuer : > 10 years MPRA Experience and Registration with SACPVP.

A detailed CV must be provided indicating the qualifications and experience of the professional valuer.

The scoring of the professional valuer will be as follows:

Registration with SACPVP	10
Expertise of qualified Professional Valuer : > 10 years MPRA Experience	30
Expertise of qualified Professional Valuer : 6 - 9 years MPRA Experience	15
Expertise of qualified Professional Valuer : > 0 - 5 years MPRA Experience	5

Maximum Score: 40

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and preferential objectives.

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

TENDER NO.	ALMT20/2022				
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SCHEDULE 9

AVAILABILITY OF RESOURCES

The bidder submit financial statement and human resource.

Financial (Financial Statements)	5
Human Resources .(Attached Detailed Organogram)	5
ARC GIS	5

Maximum of 15 points..

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and Preferential points.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

TENDER NO.	ALMT20/2022				
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SCHEDULE 10**TRACK RECORD**

Completion of 5 or more Municipal valuation rolls with more than 20 000 properties as per the MPRA	20
Completion of 3 - 4 Municipal valuation rolls with more than 20 000 properties as per the MPRA	15
Completion of 1- 2 Municipal valuation rolls with more than 20 000 properties as per the MPRA	10
Minimum of reference letters from the municipalities where services were rendered in terms of the MPRA	5
0- 5 years MPRA experience	10
6 -10 years MPRA experience	15
>10 years MPRA experience	20

Maximum Score: 45

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and preferential objectives.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

TENDER NO.	ALMT20/2022				
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T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENT

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

1. TAX COMPLIANCE REQUIREMENTS

1. Bidders must ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number(PIN) issued by SARS to enable Organ of state to view the taxpayer's profile and tax status.
3. Application for the tax compliance status (TCS) certificate or PIN may 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
4. Foreign suppliers have must complete the pre-award questionnaire in part 2.
5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
7. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|----------|
| 1. Is the entity a resident of the Republic of South Africa? | YES / NO |
| 2. Does the entity have a branch in the RSA? | YES / NO |
| 3. Does the entity have a permanent establishment in the RSA? | YES / NO |
| 4. Does the entity have any source of income in RSA? | YES / NO |
| 5. Is the entity liable in the RSA for any form of Taxation? | YES / 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 SARS AND IF NOT REGISTER AS PER 1.3. ABOVE)

NB: Failure to provide any of the above particulars may render the bid invalid.

.....
Signature of BIDDER

.....
Date

.....
Capacity under which this bid is signed

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 4**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.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, hareholder ²		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		
3.7.1	Name of director		
3.7.2	Service of state organization		

3.8	Have you been in the service of the state for the past twelve months?		Yes	No
If yes, please furnish particulars :				
3.8.1	Name of director			
3.8.2	Service of state organization			
3.9	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
If yes, please furnish particulars :				
3.9.1	Name of person in the service of state			
3.9.2	Relationship			
3.10	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
If yes, please furnish particulars :				
3.10.1	Name of person in the service of state			
3.10.2	Relationship			
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?		Yes	No
If yes, please furnish particulars :				
3.11.1	Name of director			
3.11.2	Service of state organization			
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?		Yes	No
If yes, please furnish particulars:				
3.12.1	Name of director			
3.12.2	Name of relative			

3.12.3	Relationship		
3.13	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
If yes, please furnish particulars:			
3.13.1	Name of director		
3.13.2	Related company		
Note:	SCM Regulations: "¹In 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.		

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

Full Name	Identity Number	State Employee Number

5. I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 5

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

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

		Tick applicable box	
1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **exceed / not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based

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TENDER NO.	ALMT20/2022				
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BIDDER

WITNESS

EMPLOYER

WITNESS

Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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		BIDDER	WITNESS	EMPLOYER	WITNESS

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:**.....

TENDER NO.	ALMT20/2022				
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8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 7.1**CONTRACT FORM – PURCHASE OF GOODS / WORKS**

THIS FORM MUST BE FILLED BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 3 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Chief Albert Luthuli Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **ALMT20/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
- 2.1 Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical specification(s)
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- 1.2 General Conditions of Contract;
- 1.3 Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

MBD 7.1**CONTRACT FORM – PURCHASE OF GOODS / WORKS****PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)**

1.

I _____ in my capacity
 as _____ accept your bid under
 reference number **ALMT20/2022** dated _____
 for the rendering of services hereunder and/or further specified in the annexures.

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice, subject to the National Treasury's Central Supplier Database reflecting your tax status as compliant.

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

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

SIGNED AT		AUTHORIZED SIGNATURE (UNDERSIGNED)	
DATE		NAME AND CAPACITY	
WITNESSES: (SIGNATURE)		OFFICIAL STAMP	
1.			
2.			

TENDER NO.	ALMT20/2022				
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MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES**

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

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

- I hereby undertake to render the services as described in the attached bidding documents to Chief Albert Luthuli Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **ALMT20/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - Service Level Agreement
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
 2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

I _____ in my capacity _____
as _____ accept your bid under _____
reference number _____ dated _____
_____ for the rendering of services hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.
2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice, subject to the National Treasury's Central Supplier Database reflecting your tax status as compliant.

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

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	

TENDER NO.	ALMT20/2022				
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MBD 8**DECLARATION OF BIDDERS 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:
 - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4 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	No
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	No
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	No

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
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	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

TENDER NO.	ALMT20/2022				
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MBD 9**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 bid rigging). ²Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
 - 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
 - 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
 - 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
- 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.**

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

TENDER ALMT20/2022: COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004 in response to the invitation for the bid made by:

NAME OF MUNICIPALITY / MUNICIPAL ENTITY

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

I certify, on behalf of:

NAME OF REPRESENTATIVE

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.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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:
- 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 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.
- ³ **Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

THE CONTRACT

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C1 AGREEMENTS AND CONTRACT DATA

TENDER NO.	ALMT20/2022				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.1 FORM OF OFFER & ACCEPTANCE**C1.1.1 FORM OF OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

Bid / Tender Number	ALMT20/2022
Tender Title	COMPILATION & MAINTENANCE OF GENERAL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, ACT NO. 6 OF 2004

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:

AMOUNT IN WORDS (INCL. VAT)	AMOUNT IN FIGURES (INCL VAT)
RAND	R

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

This offer may be accepted by the employer by communicating such acceptance in writing to the tenderer or by signing the acceptance part of this Form of Offer and Acceptance and returning one copy thereof to the tenderer, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer			
Signature		Date	
Name			
Capacity			
Name of organization			
Address of organization			
Signature of witness		Date	

TENDER NO.	ALMT20/2022				
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Name of witness

C1.1.2 FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Service Level of Agreement attached to this document (if any) as amended (if applicable) and signed by the parties.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the Service Level Agreement and documents listed in the tender data and any addenda thereto as listed in the tender schedules, will only be valid if reduced to writing and signed by both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Unless otherwise specified elsewhere in this bidding document or any subsequent written agreement entered into between the parties, this agreement comes into effect on the date when the Employer communicates the acceptance and/or conditions of acceptance of the tenderer's offer in writing or signs the acceptance part of the Offer and Acceptance, whichever occurs first.

Signature Block: Employer			
Signature		Date	
Name			
Capacity			
Name of organization	Chief Albert Luthuli Local Municipality		
Address of organization	P.O. Box 24, Carolina, 1185		
Signature of witness		Date	
Name of witness			

C1.1.3 SCHEDULE OF DEVIATIONS**STANDARIZED ITEMS OF SCHEDULE OF DEVIATIONS:**

- Any clarification of the terms of the offer provided by the tenderer in writing
- Any clarification, confirmation or changes to the documents provided by the Employer in writing prior to or simultaneous with award / written acceptance of the offer,
- Any amendments to the draft Service Level Agreement included in the tender document as agreed and undersigned by the parties after award / written acceptance of offer.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of written acceptance of its offer shall have any meaning or effect in the contract between the parties arising from this agreement.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.2 CONTRACT DATA**PART 1 - DATA PROVIDED BY THE EMPLOYER**

The employer is the **Chief Albert Luthuli Municipality**.

The authorized and designated representative of the employer is:

Name of employer:	Chief Albert Luthuli Local Municipality
The address for receipt of communications is:	Chief Albert Luthuli Local Municipality P.O. Box 24 Carolina 1185
Telephone:	(017) 843 4000
Email:	ginindadm@albertluthuli.gov.za
The project is:	ALMT20/2022

Note :

The location for the performance of the Project is **the municipal area of Chief Albert Luthuli**. The service provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. The service provider is required to obtain the employer's prior approval in writing before taking any of the following actions:
 Appointing subcontractors for the performance of any part of the services,
 Appointing key persons or personnel not listed by name in the contract data.
 Copyright of documents prepared for the project shall be vested with the employer.

TENDER NO.	ALMT20/2022				
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C2 PRICING SCHEDULE

C2.1: PRICING INSTRUCTIONS

- a) These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Schedule of Fees. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
- b) The Schedule of Fees shall be read with all the documents which form part of this Contract.
- c) The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	The number of units for each item.
Rate	The payment per unit of work at which the tenderer tenders to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

- d) The quantities set out in the Schedule of Fees are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Schedule of Fees, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- e) The rates to be inserted in the Schedule of Fees are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

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- f) A rate is to be entered against each item in the Schedule of Fees, whether the quantities are stated or not. An item against which no rate is entered and a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule. An item against which no rate is entered at all and no reference/indication has been made as per the preceding line will invalidate your offer. Alterations must be acknowledged as per clause 2.11 of ‘1.3 STANDARD CONDITIONS OF TENDER’.
- g) The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- h) Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- i) All rates and sums of money quoted in the Schedule of Fees shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- j) Provisional Amounts shall only be expended on the specific instruction of the Employer
- k) All prices and rates entered in the Schedule of Fees must be inclusive of Value Added Tax (VAT).

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C2.2 MBD 3.3 BID PRICE**Name of Bidder:..... Bid Number: AMT11/2022****Closing Date: 11/04/2023****Closing Time: 12h00**

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

DETERMINATION OF FEES**The following schedule of fees will be the basis of the tender**

Tenderer(s) are not permitted to change the basis upon which they have been asked to tender.

Any variation from the column "How to Tender" will invalidate this tender

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1	Valuation Roll	Fixed tender amount	R	Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual rates of items 1.1 to 1.10 hereunder. The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.10 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.11
		Rate per entry incl vat		
1.1	Agricultural small holdings			
1.2	Agricultural holdings used for purposes other than agriculture e.g. industrial, transport, offices etc.			
1.3	Farms used for farming purposes			
1.4	Farms used for purposes other than farming			
1.5	Mining Properties			
1.6	Non residential i.e business, industrial etc			
1.7	Residential/communal land			
1.8	RDP Housing			
1.9	Sectional title units			

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1.10	Township owner interest accounts including unregistered erven comprising the townships			
1.11	Public service infrastructure (PSI)			
1.12	Investment Properties			
1.13	Land Inventory			
2.1	Supplementary valuations Monthly option		Monthly incl vat	
	Year 1		R	
	Year 2		R	
	Year 3		R	
	Year 4		R	
	Year 5		R	
2.2	Entry option	Rate per entry incl vat		
3.1	Section 51 compliance		Nil	Part of compilation fee
3.2	Section 53 (3)	Per reason incl vat		
4.1	Appeals Board Hearings: Preparation and consultations with professionals appointed by the municipality for specific appeals	Per hour incl vat		
4.2	Attendance at Appeal Board hearing	Per day incl vat		
5	Data collection	Fixed fee incl vat		
6	Public awareness	Fixed fee incl vat		
7	Valuations other than for rating purposes	State the basis of fees incl vat		
8	Consultations	Hourly rate incl vat		
9	Valuation enquiries	Fixed fee incl vat		
10	Travelling expenses for valuations other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl vat		
11	Disbursements for valuations other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied inc vat		

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12	Additional copies of valuation roll	Per additional copy incl vat		
	TOTAL PROJECT COST Including supplementary		R	TOTAL PROJECT COST IS COMPULSORY TO COMPLETE

Schedule of fees applicable during the option period

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1	Valuation Roll	Fixed tender amount	R	Price evaluation will be based on the fixed tender amount as per 1 of this schedule and not the individual rate of items 1.1 to 1.10 hereunder. The pro rata adjustments will be calculated on the individual rates of items 1.1 to 1.10 hereof. Multiple use properties will be calculated on the final adjustment as individual entries per multiple use based on the individual breakdown reflected under items 1.1 to 1.10
ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
		Rate per entry incl. vat		
1.1	Agricultural small holdings			
1.2	Agricultural holdings used for purposes other than agriculture e.g. industrial, transport, offices etc.			
1.3	Farms used for farming purposes			
1.4	Farms used for purposes other than farming			
1.5	Mining Properties			
1.6	Non-residential i.e business, industrial etc			
1.7	Residential			
1.8	RDP Housing			
1.9	Sectional title units			
1.10	Township owner interest accounts including unregistered erven comprising the townships			

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2.1	Supplementary valuations Monthly option		Monthly incl. vat	
	Year 1		R	
	Year 2		R	
	Year 3		R	
	Year 4		R	
	Year 5		R	
2.2	Entry option	Rate per entry		
3.1	Section 51 compliance		Nil	Part of compilation fee
3.2	Section 53 (3)	Per reason incl. vat		
4.1	Appeals Board Hearings: Preparation and consultations with professionals appointed by the municipality for specific appeals	Per hour incl vat		
4.2	Attendance at Appeal Board hearing	Per day incl vat		
5	Data collection	Fixed fee incl vat		
6	Public awareness	Fixed fee incl vat		
7	Valuations other than for rating purposes	State the basis of fees incl vat		
8	Consultations	Hourly rate incl vat		
9	Valuation enquiries	Fixed fee incl vat		
10	Travelling expenses for valuations other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl vat		
11	Disbursements for valuations other than for rating and for supplementary valuations where the entry option has been chosen by municipality	State the tariff to be applied incl vat		
12	Additional copies of valuation roll	Per additional copy incl vat		

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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1. ELIGIBILITY CRITERIA

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- Tenderer receives the minimum required points for functionality (60)
- Tenderer has the managerial capacity, reliability and experience regarding the nature of the tender.
- 6.3 The tenderer has provided a copy / printed tax status reference pin issued by the South African Revenue Services.
- 6.4 The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- 6.5 The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- 6.6 The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given written notice to this effect.
 - It is considered that the performance of the services will not be compromised through any conflict of interest.)

2. MANDATORY INFORMATION TO BE SUBMITTED

All attachments as indicated on the tender advert and all supporting documents requested for evaluation purposes.

3. JOINT VENTURES AND CONSORTIUMS

Joint ventures or consortia's or sub-contracting will not be accepted on this tender.

4. PERIOD OF TENDER

The period of the tender will be 72 months (5 years) but should work rendered be unsatisfactory the contract will be summarily terminated and a new contractor will be appointed.

5. SERVICE LEVEL AGREEMENT

A service level agreement will be entered into on appointment of the contractor.

6. ACCEPTANCE OF OFFER

The Municipality reserves the right not to award the tender or any part of the tender subject to the availability of budgetary funds.

7. EVALUATION

Tenders will be evaluated on functionality first. Only tenders who receives the minimum eligible points of 60 and above will be further evaluated on price and preference points.

13. PENALTIES

The following penalties shall apply. If, at any stage during the Contract period or extensions thereto, the Contractor fail to provide the service in the manner described in the contract, then the Contractor shall pay to the Municipality a penalty or penalties for each occurrence that such event or such requirements are not met. The Relevant Authorised Person shall be entitled to apply the penalty or penalties in terms of this Clause. The events or requirements for which penalties shall be applied and the corresponding amounts of the penalties are described below:

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13.1.1 A penalty of 5% of the daily fee per day shall be imposed should the service provider fail to perform or adhere the performance measures or to meet the agreed upon deadlines due to failure to adhere to the conditions of contract and shall be deducted from the invoice monthly.

13.1.2 Failure by any of the Service Provider's employees to wear an uniform and an identification badge during execution of the Services:

- R500.00 per occurrence, to be deducted from any monthly invoice payable

14 VALIDITY PERIOD

The tender shall be valid for 90 days from date of opening the tender.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website – www.treasury.gov.za/legislation.

ANNEXURE A: PAYMENT AND PENALTIES

1. PAYMENTS

- 1.1 All payments due to the Service Provider for goods delivered and/or services rendered will be in accordance with the award letter attached as **ANNEXURE C**, the pricing schedule set out in **ANNEXURE B** to this Agreement and the Key Performance Indicators (subject to the deduction of any penalties to be paid or invoked or any other monies to be deducted in terms of this Agreement).
- 1.2 It is specifically recorded and agreed by the parties that the SERVICE PROVIDER has been appointed on the rates in **ANNEXURE B** only and that the quantities (if any) in the pricing schedule (**ANNEXURE B**) was provided for evaluation purposes only.
- 1.3 It is further expressly agreed by the parties that the allocation of work / projects to the SERVICE PROVIDER is subject to the annual budget provision / availability and financial requirements of the MUNICIPALITY and the MUNICIPALITY cannot guarantee a minimum or maximum amount of work to be performed during a financial year.
- 1.4 A valid invoice must be submitted by the SERVICE PROVIDER with all mandatory information and reporting as indicated in the scope of work or as determined by the MUNICIPALITY from time to time. Payment will be made within 30 (thirty) days from receipt of a valid and acceptable invoice by the Finance Department in respect of which the work has been certified to have been satisfactorily completed and/or executed, subject to the condition that the SERVICE PROVIDER'S tax status is in order as reflected by the National Treasury's Central Supplier

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Database (CSD). It is recorded and the SERVICE PROVIDER agrees that no payments will be processed or made by the MUNICIPALITY if the work has not been certified or the SERVICE PROVIDER'S tax status is reflected as non-compliant on the CSD.

2. PENALTIES

- 2.1 Penalties for which the Service Provider will be liable in terms of this Agreement, will include non-performance and/or failure to timeously deliver on the Key Performance Indicators. The events or requirements for which penalties shall be applied, and the corresponding values of the penalties are as follows:
- a) Failure by the Contractor to provide Diagnosis report within 1 working day of receipt of vehicle/machine for repairs:
R 2 000,00 per occurrence escalating by R 1 000,00 for each further occurrence to a maximum of R 3 000,00 per occurrence.
 - b) Failure to submit weekly progress reports to the Superintendent Solid Waste
R 1 000,00 for first occurrence, escalating by R 500,00 for each further occurrence to a maximum of R 2 000,00 per occurrence.
- 2.2 Should the SERVICE PROVIDER make itself liable for the imposition of penalties, it will also make itself liable to the termination of the Agreement. In addition to the imposing of penalties, the MUNICIPALITY may therefore also consider termination of the Agreement.
- 2.3 The Relevant Authorised Person and/or MUNICIPALITY may, without prejudice to any other method of recovery, deduct the amount of the penalty or penalties from any payment due to the SERVICE PROVIDER in terms of this Agreement. The payment or deduction of such penalty or penalties shall not relieve the SERVICE PROVIDER of its obligations and responsibilities under the Agreement and in particular for any damages or losses suffered by the MUNICIPALITY as a result of the SERVICE PROVIDER's default.
- 2.4 In the event of difficulties which result in the application of penalties being due to industrial and strike action, the MUNICIPALITY will be entitled to waive such penalties should the SERVICE PROVIDER prove to the satisfaction of the MUNICIPALITY and/or Relevant Authorised Person that the cause was beyond the SERVICE PROVIDER'S control.

3. RESTRICTION PENALTIES

- 3.1 Where the MUNICIPALITY terminates the contract in whole or in part, the MUNICIPALITY may decide to impose a restriction penalty on the SERVICE PROVIDER by prohibiting the SERVICE PROVIDER from doing business with the MUNICIPALITY or public sector.
- 3.2 Such restriction or blacklisting will be executed according to the guidelines and procedures stipulated in the General Conditions of Contract and the MUNICIPALITY'S policies, such as Council's Supply Chain Management Policy, Blacklisting Policy, etc.
- 3.3 Any restriction imposed on any person by the MUNICIPALITY will, at the discretion of the MUNICIPALITY, 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 SERVICE PROVIDER, and with which enterprise or person the SERVICE PROVIDER, is or was in the opinion of the MUNICIPALITY actively associated.

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ANNEXURE B: PRICING SCHEDULE

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ANNEXURE C: AWARD LETTER

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		BIDDER	WITNESS	EMPLOYER	WITNESS