



INVITATION TO BID

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

BID NO: MAM2025-001

**THE COMPILATION OF THE GENERAL VALUATION ROLL AND
SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF
FOR THE FINANCIAL YEARS 01 JULY 2025 TO 30 JUNE 2030.**

Closing Date and Time: Friday, 07 June 2024 at 12:00

NAME OF BIDDER:		Bidder VAT registered?
TOTAL BID PRICE (INCL VAT): (Brought forward from MBD 3.1)		Yes: ☐ No: ☐
CSD REGISTRATION NO		

Please note that it is compulsory for all service providers to complete the above required information



INVITATION TO BID

Bid No.	Description of Bid	Evaluation Criteria	Enquiry 053 963 1331
MAM2025-001	The compilation of the general valuation roll and supplementary valuation rolls and maintenance thereof for the financial years 01 July 2025 to 30 June 2030.	80/20 Functionality	Ms.K. J Kgosieng jkgosieng@gmail.com
MAM2025-002	Appointment of service provider for supply and delivery of Electrical Maintenance Material as and when required for a period of 24 months	80/20	Mr. Tebogo Mooketsi tamooketsi@gmail.com
MAM2025-003	Appointment of service provider for provision of electrical cable fault repairs and switch-gears panel maintenance as and when required for a period of 24 months	80/20 Functionality	Mr. Tebogo Mooketsi tamooketsi@gmail.com
MAM2025-004A	Supply and Delivery of Laptops and Desktops (Re-advert)	80/20	Mr. Aobakwe Dire direa@mamusa.gov.za

Bidding documents containing the specifications and details of deliverables are obtainable from www.etenders.gov.za from **Wednesday, 22 May 2024 @ 10:00. A non-refundable deposit of R500.00 is required and proof of payment must be submitted with the tender document**, Failure to do so will result in an automatic disqualification

Account Name	Bank Name	Account number	Branch code	Account Type
Mamusa Local Municipality	FNB	5363 001 8381	240239	Public Sector – Cheque account

Sealed Bids clearly marked with the project name and tender number must be placed in the tender box situated at the offices of the MAMUSA LOCAL MUNICIPALITY, 28 Schweizer Street, SCHWEIZER-RENEKE, 2780, on or before **12h00 on Friday, 07 June 2024** at which time the bids will be opened in public.

No late bids will be accepted.

Please note that it is a prerequisite of the Municipality that all service providers are to be registered on the National Treasury Central Supplier database. It must therefore be understood that only bids from suppliers registered on the National treasury central supplier database (CSD) will be considered.

The MAMUSA LOCAL MUNICIPALITY does not bind itself to accept the lowest or any bid and the Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reasons for the acceptance or rejection of any bid will be given.

Bids will be adjudicated based on the preferential procurement regulations 2022 using compliance, functionality as set out in the bid document and 80/20 preference point system (80 for price and 20 for specific goals) and MAMUSA LOCAL MUNICIPALITY'S supply chain management policy.

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BID CHECKLIST

Suppliers are to use this checklist to ensure that the Bid documentation is complete for administrative compliance. The supplier is to indicate that the documentation is complete and included in the Quotation document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as accredited prospective supplier with the Central Supplier Database (CSD)?	☐	☐	☐
2.	Is the Quotation document administration fee paid and a copy of the receipt attached to the Quotation document?	☐	☐	☐
3.	Did you read and understand all pages of the Quotation document?	☐	☐	☐
4.	Did you complete the Quotation documents in black ink?	☐	☐	☐
7.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	☐	☐	☐
10.	Did you complete and sign the Quotation Declaration Form? (section 3)	☐	☐	☐
11.	Where applicable, is the resolution taken the Board of Directors/Members/Partners completed and signed? (section 4)	☐	☐	☐
12.	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed? (section 5)	☐	☐	☐
13.	Is invitation to Quotation completed and signed?(MBD 1)	☐	☐	☐
14.	Is the Declaration of Interest completed and signed? (MBD 4)	☐	☐	☐
15.	Is the Declaration of Supplier's Past Supply Management Practices completed and signed? (MBD 8)	☐	☐	☐
16.	Is the Certificate of Independent Quotation Determination completed and signed? (MBD 9)	☐	☐	☐
17.	Did you complete and sign the Previous Work Experience of a Similar Nature section? (section 9)	☐	☐	☐
18.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2017 completed and signed? (MBD 6.1)	☐	☐	☐
19.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate? (MBD 6.1)	☐	☐	☐
20.	Does the product/service offered conform to the Quotation Specifications?	☐	☐	☐
21.	Is Pricing Schedule completed?(MBD 3.1)	☐	☐	☐

SPECIAL CONDITIONS OF BID

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.
2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. The document must not be dismantled; page numbers must be sequential.
4. Bidders must be registered on CSD.
5. For all documents that will need certification (and affidavits where applicable) bidders must not submit copies/ copies of certified copies.
6. Only black ink must be used when completing the tender document.
7. Electronic signatures are not allowed.
8. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.

NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION

ADMINISTRATIVE EVALUATION (ATTACHMENT OF MANDATORY DOCUMENTS)

Deposit slip with tender reference number as indicated on the advert

Proof of CSD registration (CSD report)

Required CIDB Grading Certificate (where applicable)

Signatory resolution – Please attach a copy of Signatory resolution where instructed

If the submission is from a Joint Venture, then a JV agreement must be attached

A valid and certified (not older than (3) three months on the date of tender closure)

FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS MUST NOT SUBMIT COPIES/ COPIES OF CERTIFIED COPIES.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

Municipal rates and taxes statement of the last billable month on the date of tender closure for each directors' address must be attached; or

Valid lease agreement of the director/s (showing lease period) or,

An original letter (not a copy) from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or

If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes ,statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

Municipal rates and taxes statement of the last billable month on the date of tender closure for the company's' address must be attached; or

Valid lease agreement of the company (showing all critical contractual obligations, or

An original letter (not a copy) from a tribal authority not older than three (3) months if the company is operating from a tribal, or

If the rates and taxes account are not in the names of the company, the attached municipal rates taxes, statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

BID DECLARATION

I/we Mr/Mrs/Messrs _____ duly assigned to represent the supplier for the purpose of this Quotation, hereby Quotation to supply the goods and/or render services described in the attached documents to the MAMUSA LOCAL MUNICIPALITY on terms and conditions stipulated in this Quotation and in accordance with the specifications stipulated in the Quotation documents (which shall be taken as part of, and incorporated into this Quotation) at the prices reflected in the Pricing Schedule.

I/we agree that this offer shall remain valid for a period of **120** days commencing from the closing date and time of this Bid.

I/We further agree that:

This Quotation and its acceptance shall be subject to the terms and conditions contained in the in the MAMUSA LOCAL MUNICIPALITY's Supply Chain Management Policy;

if I/we withdraw my/our Quotation within the period for which I/we have agreed that the Quotation shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the MAMUSA LOCAL MUNICIPALITY may, without prejudice to its other rights, agree to the withdrawal of my/our Quotation or cancel the contract that may have been entered into between me/us and the MAMUSA LOCAL MUNICIPALITY and I/we will then pay to the MAMUSA LOCAL MUNICIPALITY any additional expense incurred by the MAMUSA LOCAL MUNICIPALITY having either to accept any less favourable Quotation or, if fresh quotations have to be invited, the additional expenditure incurred by the invitation of fresh quotations and by the subsequent acceptance of any less favourable Quotation; the MAMUSA LOCAL MUNICIPALITY shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other Quotation or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other Quotation or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the MAMUSA LOCAL MUNICIPALITY may sustain by reason of my/our default;

If my/our Quotation is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our Quotation and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place):

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Quotation; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Quotation documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of Quotation(s) involved.

Name of Supplier: _____ Signature _____

RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Name of Supplier)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

The enterprise submits a Bid to the MAMUSA LOCAL MUNICIPALITY in respect of the following project:

**MAM2025-001: THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS
AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 01 JULY 2025 TO 30 JUNE 2030.**

Mr/Mrs/Ms _____

In his/her capacity as _____ and who will sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Quotation, as well as to sign any contract, and/or all documentation resulting from the award of the Quotation to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

Enterprise Stamp

RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Name of Supplier)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

The enterprise submits a Bid to the MAMUSA LOCAL MUNICIPALITY in respect of the following project:

**MAM2025-001: THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS
AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 01 JULY 2025 TO 30 JUNE 2030.**

As a Consortium/Joint Venture comprising *(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

(Enterprise full Name and Registration Number)

(Enterprise full Name and Registration Number)

Mr/Mrs/Ms _____

In his/her capacity as _____ and who will sign
as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Quotation, as well as to sign any contract, and/or all documentation resulting from the award of the Quotation to the **Consortium/Joint Venture** enterprise mentioned above.

The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the MAMUSA LOCAL MUNICIPALITY in respect of the project described above under item 1.

The **Consortium/Joint venture** enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and contract with the MAMUSA LOCAL MUNICIPALITY in respect of the project under item 1:

(Physical Address)

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise.
Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

TENDER SPECIFICATIONS

THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2025 TO 30 JUNE 2030.

1. BACKGROUND

The Mamusa Local Municipality invites bids from experienced and suitably qualified valuers for THE COMPILATION AND MAINTENANCE OF A GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2025 TO 30 JUNE 2030. for the following areas Ipelegeng, Amalia, Molatswaneng, Glaufina, Migdol, Farms, Nirvana, Avondster, Schweizer-Reneke EXTENSION 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14)

2. CURRENT STATE

The date of valuation as determined by the municipality in terms of the Local Government: Municipal Property Rates Act No.6 of 2006, is 1 July 2025.

3. SCOPE OF WORK

3.1) The Mamusa Local Municipality invites bids from experienced and suitably qualified Valuers for THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2025 TO 30 June 2030. IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004), for all areas within its area of jurisdiction including all sectional title schemes.

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

3.3) Tenderer(s) will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period 1 July 2025 to 30 June 2030.

3.4) The service provider will be appointed for the execution of the Tender for the period 1 July 2025 until 30 June 2030 and Supplementary Valuation Rolls .

3.5) In addition to compiling the said valuation rolls, Bidder's / nominated persons may be required to assist municipality in:-

- (1) Provide input into the Rates Policy in terms of valuation related matter.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attending to Valuation Enquiries on behalf of the Municipality.

3.6) Bidder'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 the municipality.
- (3) Supply a list of exempted properties per category in terms of Section 15.
- (4) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (5) Compliance with the provisions of Section 30.
- (6) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (7) Comply fully with Section 34 - Functions of Municipal Valuer.
- (8) Section 36 - Data Collectors. Assume responsibility for their performance.
- (9) Comply with Section 37 - Delegation where applicable and if necessary.
- (10) Comply with Section 39 - Qualifications of Municipal Valuers.
- (11) Comply with Section 40 - Prescribed Declarations.
- (12) Comply with Section 41 - Inspection of property within defined days and times.
- (13) Comply with Section 42 - Access to Information.
- (14) Comply with Section 43 - Conduct of Valuers.
- (15) Comply with Section 44 - Protection of information.

(16) Comply with Section 45 - Valuation methodology, notwithstanding the prescriptions of section 45 (2)(a), physical inspection of properties is compulsory..

(17) Comply with Section 46 - General basis of valuation.

(18) Comply with Section 47 – Sectional Title Schemes.

(19) Comply with Section 48 - Content of valuation roll including any additional information that the municipality may require in terms of this Bid.

(20) Comply with Section 49 – Submission of certified valuation roll –.

(21) Comply with Section 51 - Processing of objections, if so required by municipality.

(22) Comply with Section 52(1) and (3) - Compulsory review.

(23) Comply with Section 53 – Notification of outcome of objections and furnishing of reasons. In addition to the prescriptions of section 53 also provide the municipal manager with a copy of such reasons within 30 days after the objection period has closed.

(24) Comply with Section 69 - Decision of Valuation Appeal Board and Section 34(f).

(25) 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.

(26) Comply with Section 81 & 82 of the Act. Bidder(s) / Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is compatible with the council's system, easy to read, understand and interpret.

3.7) Tenderer will be required to comply with the requirements of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof.

4. APPLICABLE LEGISLATION & POLICIES

Municipal Finance Management Act, 56 of 2003

Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004)

Preferential Procurement Policy Framework Act

Promotion of Access to Information Act, Act 2 of 2000

Local Government: Municipal Property Rates Regulations

Supply Chain Management (SCM) Regulations Preferential

Procurement Regulations, 2022

Prince Albert Municipality Supply Chain Management Policy Incorporating Preferential Procurement

5. APPLICABLE STANDARDS AND SPECIFICATIONS

3.8) No Additional Standards

6. DEFINITIONS

Date of Valuation:	shall mean the Date of Valuation as determined by municipality in terms of the Act- 1 JULY 2025
Date of Draft Submission:	shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs;
Date of Final Submission:	shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s);
Specialised Properties:	Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties: Quarries Provincial and/or State buildings such as Courts, Prisons etc. Hotels Conference Centres Private Hospitals Factories Residential Golf and Polo Estates in Rural areas Bidder shall be required to assist the Municipality to compile a register of Specialised Properties that will enable municipality to easily refer at any time to such properties. The register will reflect the property description and method of valuation applied. Where generally recognised methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties;

Data and Information:	includes valuations, calculations, spread sheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;
Data Ownership:	all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;
Data Transfer:	all data utilised and/or collected by the Tenderer including that of the data capturers, will be transferred by the Tenderer to the municipality on a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format which reconciles with any hardcopy information supplied.
Property Master File	shall be defined as a property master file containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation. Tenderer will be required to record changes and maintain the property master file on an on-going basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated. Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the master file. Tenderer shall thereafter administer the township owner's interest account on an on-going basis as and when entries comprising that township are registered. Unregistered subdivisions will be handled in the same manner as township owner interest accounts. The purpose of the master file is to enable the public and officials of the municipality to have easy access to all properties registered or unregistered, forming part of either the master file and/or the valuation rolls of the municipality.

	The master file and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll. Where such information appears in the current valuation roll, it will be transferred to the new valuation roll. It will not be necessary to obtain historic information relating to unregistered entries, other than those appearing on the current valuation roll. All new unregistered entries are to be recorded on either the master file and/or the valuation rolls. All consolidations, excisions, notarial ties, township proclamations etc. which result in unregistered records being created will be recorded from date of commencement of this Bid and shall continue for the full duration hereof.
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7. INVALID TENDERS

7.1 Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a tenderer whose is considered by the Bid Evaluation committee to be invalid and eliminated from further evaluation for any of the following reasons:

7.1.1 The nominated valuer and assistant Valuers are not registered as Professional Valuers or Professional Associated Valuers in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000).

7.1.2 The nominated Valuers must all have a valid certificate from the South African Council for the Property Valuers Profession. A certified copy of the original certificate must be submitted with the tender document.

7.1.3 **The tenderer does not fully complete all the attached required schedules.** This include required signatures and certification by Commissioner of Oath.

7.1.4 The tender is not submitted on the official Pricing Schedule;

7.1.5 The tender document is not completed in non-erasable handwritten, or printed, ink, or toner;

7.1.6 The Tenderer does not have Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R5 million. Proof of which must be submitted with the tender document.

7.1.7 The Tenderer does not have Public Liability Insurance for a minimum value of R5 million. Proof of which must be submitted with the tender document.

8. NON-RESPONSIVE TENDERS

Valid tenders will be declared non-responsive and eliminated from further evaluation if:

a) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and combating of Corrupt Activities Act, Act 12 of 2004, or has been listed of the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.

b) The tenderer is prohibited from doing business with the Prince Albert Municipality. c)

The tenderer does not comply with the Specification(s).

d) The tenderer does not comply with the instructions as contained in the Price Schedule.

e) The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).

f) The tenderer is a person, advisor or corporate entity involved with the Bid Specification

Committee or director/member of such a corporate entity and is therefore prohibited tendering for any resulting contracts.

Tenders will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to:

- a) Comply with the general conditions applicable to tenders as set out in the Municipality's SCM Policy;
- b) Comply with one or more of the provisions contained in the Conditions of Tender. c)

Complete and/or sign any declarations and or/authorisations;

- d) The tenderer shall be disqualified if all required information regarding the tenderer is not submitted together with the tender document.

9. GENERAL SPECIFICATIONS

9.1) 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.

9.2) There is also a significant customer service focus associated with the valuation process that impacts on the municipality's image.

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

9.4) 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. To adhere to this requirement, the successful Tenderer must comply with Section 43 (5) of the Act.

9.5) Tenderer(s) will be required to prepare a project work plan in terms of Schedule 3 and to adhere to the time schedules detailed therein as well as the planned schedules set-out in paragraph 12 and 14 of this document.

9.6) Municipality will provide the Tenderer with certain data as detailed.

9.7) 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.

9.8) The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the form of tender and the annexures (where applicable).

9.9) Tenders may only be submitted on the official tender document. The tender documents must be fully completed and signed.

9.10) The Municipality is not bound to accept the lowest or any tender and reserve the right to accept any tender either wholly or a part thereof. The Municipality reserves the right to accept alternative tenders.

10. VALUATION SUMMARY

10.1) 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 after the general valuation.

10.2) The following is an approximate summary of the number of entries appearing in the current Valuation roll (allow a margin of error of 5%):

VALUATION SUMMARY	
DESCRIPTION	NUMBER OF PROPERTIES
AGRICULTURE	1788
BUSINESS	330
COMMERCIAL	3
GOVERNMENT	68
INDUSTRIAL	5
MUNICIPAL	523
PLACE OF WORSHIP	56
RESIDENTIAL	14417
RESIDENTIAL VACANT	32
TOTALS	17 212

11.4) 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 valuation and/or the supplementary valuation rolls, the Tenderer will not be held liable for any such delays.

11.5) The Tenderer will however be held fully liable for any delays in the submission of supplementary valuations to the municipality when the requested data has been supplied.

11.6) Where the municipality are 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.

12. KEY TASK FUNCTIONS

12.1) Tenderer will be required to follow the stages set out below and adhere to the following deadlines:

STAGE	DESCRIPTION
1	Initial Data collection, existing valuation roll download, establishment of master file, comparison between newly created property master file and existing municipal valuation records or where no existing valuation roll exists creation of property master file
2	Obtaining of new data necessary to compile valuations:-Including inspections, data capture, sales, measurements, rentals, expense ratios etc.

3	Submission of a draft valuation roll, deeds download included
4	Completion & Submission of final valuation roll
5	Internal Monitoring of Valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation and Public Awareness
6	Correction of Valuation Roll and Submission of the certified General Valuation Roll to the Municipal Manager
7	Objections process as per Act – Closing of objection period
8	Handling / Processing of objections
9	Valuation appeal board hearings
10	Submission of all electronic data or copies and issuing of completion certificate thereof to the municipality

12.2) Accurate data collection is critical during the duration of the entire contract. Tenderer 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.

12.3) 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.

12.4) 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 general valuation roll, which will ultimately affect the determination of the rates structure of the municipality

12.5) 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.

12.6) 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

13. MINIMUM REQUIREMENTS PER STAGE

13.1) STAGE 1: OBTAIN THE FOLLOWING ON COMMENCEMENT:

- 13.1)1. Copy of current valuation roll 13.1)2. All supplementary valuation rolls 13.1)3. Cadastral information 13.1)4. Bulk Deeds download.
13.1)5. Download all data onto Tenderer(s) valuation system.
13.1)6. Compare cadastral with the deeds download and existing Municipal Valuation Roll.
13.1)7. Download other data in terms of Section 48(2)

13.2) STAGE 2: DATA COLLECTION:

- 13.2.1) Includes: Physical Inspections of properties, measurements, transactions, sales, field sheets, data capture forms, updating of historical sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.
13.2.2) Supply of fully captured data forms with photographs of each property.
13.2.3) Completed data forms and photographs to be submitted to municipality fortnightly.

13.3) STAGE 3: VALUATION COMPILATION: 13.3.1) Analysis of all data and compiling of draft valuations.

13.3.2) VALUATION SYSTEM

13.3.2.1) The Tenderer shall satisfy the Municipality that its valuation system will adequately be capable of not only producing general valuation roll and the supplementary 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 data supplied by the Valuation System must be as follows:-

13.3.2.2) The data supplied by the Tenderer must integrate with the MUNSOFT Financial system of the Municipality.

13.3.2.3) The data supplied by the Tenderer must be compatible with the GIS system utilized by the Municipality as well as other management systems that are affected by the valuation process.

- 13.3.2.4) The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 13.3.2.5) It must have adequate securities and controls to ensure that critical Valuation data cannot be manipulated or corrupted

13.3.2.6) 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, excisions, notarial ties etc.

- ☐ Current and previous owners
- ☐ Date of sale and transfer
- ☐ Sales price
- ☐ Title deed number
- ☐ Servitudes
- ☐ Caveats
- ☐ Type of sale i.e. vacant or improved

13.3.2.7) 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.

13.4) STAGE 4: SUBMISSION OF DRAFT ROLL:

13.4)1. Draft roll to be submitted, and internally checked and/or monitored by the municipality at their sole discretion.

13.4)2. Draft roll to comply with Section 48 (2).

13.4)3. Rolls must be fully balanced and subtotals must be calculated for each urban area and the rural area separately.

13.5) STAGE 5: INTERNAL MONITORING OF VALUATIONS AND PUBLIC AWARENESS:

13.5.1 Internal quality control to be conducted by Tenderer and the municipality.

13.5.1.1 Draft valuations must be measured against transactions 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.

13.5)1. The initial roll after internal monitoring must be amended and/or corrected if necessary.

13.5)2. This includes cross boundary monitoring within the municipal area if applicable.

13.6) STAGE 6: CORRECTIONS TO DRAFT ROLL AND SUBMISSION OF CERTIFIED ROLL:

13.6.1) 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. 13.6.2) All draft valuation rolls submitted may be subjected to external monitoring by the municipality.

13.6.3) After correcting the Draft Roll, Tenderer shall bind and certify the roll for submission to the Municipal Manager.

13.7) STAGE 7: OBJECTION PROCESS:

13.7.1) The municipality receives objections in terms of Section 50(1)

13.7.2) Hand over objections to valuator in terms of Section 50(5)

13.7.3) The Tenderer to supply the municipality with a copy of the outcome of the objection.

13.8) STAGE 8: HANDLING / PROCESSING OF OBJECTIONS

Tenderer will be obliged to comply to the following sections of the Act:

13.8.1 Comply with Section 51 and where Section 52(1) is applicable comply with Section 52(a) - (Compulsory review).

13.8.2 Comply with Section 53(1) and 53 (3) – (Notification of objection outcome and furnishing of reasons)

13.8.3 The Tenderer will submit a list of properties that increased or decreased with more than 10% to the Municipal Manager in terms of section 52.

Tenderer will be obliged to attend to the following 13.8.4 Receive objections in terms of section 50(5)

13.8.5 Scrutiny of objection in order to ascertain grounds for objection. 13.8.6 Inspection of property.

13.8.7 Where changes to the original data are made, the Tenderer must show the correction on the record form.

13.8.8 Verification of extents and measure if necessary.

13.8.9 Meet with the owner in an attempt to reach settlement or clarify issues – settlement subject to approval by Municipality.

13.8.10 If necessary, undertake a re-assessment of the value of the property, giving written reasons for the decision reached.

13.9) STAGE 9: VALUATION APPEALS BOARD HEARINGS:

13.9)1. In terms of section 34(f) and section 54, the Tenderer shall be obliged to attend all sittings of the Valuation Appeals Board and provide the Appeal Board with valuation information and to oppose all appeals.

Tenderer will be obliged to attend to the following:

(a) Receive appeals

(b) Scrutiny of appeals in order to ascertain grounds for appeal.

(c) Inspection of property.

(d) Where changes to the original data are made, the Tenderer must show the correction on the record form after appeal board hearing.

13.10) STAGE 10: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY AND ISSUING OF FINAL DELIVERY CERTIFICATE.

13.10)1. Tender(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 the municipality in either an electronic and/or hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.

13.10)2. To enable the municipality to issue a final delivery certificate, Bidder shall issue a signed declaration that he has transferred copies of all data in either electronic and/or hard copy format to the municipality and will continue to do so at monthly intervals thereafter.

14. SUPPLEMENTARY VALUATIONS

14.1) Interim valuations will be performed in monthly batches to be contained in two Supplementary valuation rolls per financial year, as for the following periods; (**see Schedule 4**)

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
1 July 2029	to	30 June 2030

14.1) Supplementary Valuations will be compiled on an on-going basis as requested by the Municipality. Tenderer will supply supplementary valuations to the municipality as soon as is reasonably possible. Tenderer will supply the municipality with a monthly schedule of all supplementary valuations compiled by the valuer and ensure that the property master file is updated continuously as a result of such changes.

14.2) All terms, conditions and references applicable to the compilation of the valuation roll shall be applicable to the compilation of supplementary valuation rolls.

14.4) 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.

15. PRINTING AND BINDING OF ROLLS

15.1) The provisional valuation roll must be prepared in the prescribed format which must in addition contain the erf number allocated to the property and submitted on or before the closing date.

15.2) Tenderer shall be responsible for **providing copies of the valuation roll**, one of which will be certified by him/her. The valuation rolls shall be printed and appropriately indexed

15.3) The valuation roll shall be spirally bound and each volume shall be numbered and contain a hard cover and hard 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.

15.4) In addition, Tenderer shall provide the municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format. In the event where a supplementary valuation roll was executed for implementation, the Tenderer will provide the municipality with an updated valuation roll which will include all changes in terms of the supplementary valuations, objection and appeal outcomes.

16. PUBLIC PARTICIPATION AND AWARENESS

16.1) Tenderer will be required to attend meetings in regard to the rating policy as well as being involved in public awareness relating to the valuation process. Tenderer 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.

17. OBJECTIONS

17.1) Tenderer must comply with the provisions of sections 51, 52 & 53 of the Act.

18. APPEALS

18.1) In terms of Section 34(f) Tenderer shall be obliged to attend all sittings of the Valuation Appeals Board and provide the Appeal Board with valuation information and to oppose all appeals.

19. QUALIFICATION OF MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER

19.1) The Municipality requires the appointment of a Municipal Valuer and Assistant Municipal Valuers.

19.2) In terms of Section 39(1)(a) only a person registered (without restrictions) as a Professional Valuer or Professional Associated Valuer in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000) may be designated as the Municipal Valuer.

19.3) The Tenderer must nominate the person to be designated as the Municipal Valuer

19.4) In terms of Section 39(2)(a) where the municipality requires the appointment of Assistant Municipal Valuers only (without restrictions), such Assistant Municipal Valuers must be nominated by the Tenderer

19.5) The municipality reserves the right to:-

19.5)1. Fully investigate the qualifications, experience and performance of the Tenderer(s) nominated person/s in terms of Schedule by reference to:

19.5)1.1. previous appeal board hearings;

19.5)1.2. arbitration and supreme court hearings;

19.5)1.3. general standing of the nominated person/s within the valuation profession.

19.6) The Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with.

19.7) The Municipality reserves the right to interview the nominated person/s.

19.8) The Tenderer(s) nominated person/s if appointed by the municipality as either the Municipal Valuer and/or Assistant Municipal Valuer may not cede or assign his appointment to any other valuer unless such cession and/or assignment has been approved in writing by the municipality. Should such person/s for any reason whatsoever no longer be associated or employed by Tenderer, municipality reserves the right to cancel this agreement and hold the Tenderer and/or appointed Municipal Valuer liable for any damages it may suffer as a result thereof.

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

19.10) The Municipal Valuer and/or Assistant Municipal Valuer do by their signature of Schedule 1 and 2 bind themselves jointly and severally with Tenderer to fulfil all terms and conditions of this Tender together with all schedules.

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

20. ELECTRONIC INFORMATION

20.1) Where required GIS System must be updated with valuation information, GPS co-ordinate and additional data of each property must be provided in shaped files (WGS 84) and MS Excel format upon completion of valuation.

20.1)1. ERF Number 20.1)2. Street Address

20.1)3. Photo of property 20.1)4. Deeds

Data 20.1)5. Floor area of Building

20.1)6. GPS coordinate

20.1)7. Category (in terms of Section 8(2) of the Act)

20.1)8. Zoning of property

20.1)9. Use of property

20.1)10. All collected information pertinent to the valuation

21. DATA COLLECTION AND DATA COLLECTION SYSTEMS

21.1) Tenderer will be fully responsible to obtain all data necessary for successful compilation of the General Valuation Roll and subsequent supplementary valuation rolls.

21.2) The data collected by Tenderer must be verifiable, auditable and monitored.

21.3) Municipality will establish whether the standard of data collection is accurate and in accordance with generally accepted valuation standards suggested by either The South African Institute of Valuers, or The South African Council for the Property Valuers Profession and/or any other recognised South African bodies relating to the valuation profession.

21.4) If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give Tenderer **30** days 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.

21.5) 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.

21.6) *The collection of data on behalf of the municipality is critical and vital in the determination of true and accurate municipal valuations.*

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

21.8) Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, **Bidder will be required to do a physical inspection of each property and take a street view photograph of the property** and adhere to the following minimum data collection requirements:-

- ☐ Extent of property and all improvements
- ☐ Date of purchase (where available)
- ☐ Purchase price (where available)
- ☐ Multiple use (if applicable)
- ☐ Name of owner (including part owners)
- ☐ Obtain telephonic contact number (if possible) in case of farm property
- ☐ Physical address of property (In case of a farm property,
- ☐ Verify Postal address (rural properties)
- ☐ **Photograph of every property (street view) which contain the date and time, improved and unimproved.**
- ☐ Category (in terms of Section 8(2) of the Act)
- ☐ Zoning of property
- ☐ Use of property
- ☐ Market value of property (if valued)

In addition to the above data, all other data to determine the market value of properties are required.

22. DATA BACK-UP AND DISASTER RECOVERY PLAN

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

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

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

22.4) 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 (7) working days from date of data disaster.

22.5) 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.

22.6) 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.

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

23.1) Tenderer will be required to fully comply with the requirements of the Promotion of Access to Information Act, Act 2 of 2000.

23.2) 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.

23.3) 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

24. CONFIDENTIALITY

24.1) 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.

24.2) 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 agents.

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

25. PENALTIES AND DEFAULTS

25.1) 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.

25.2) In the event of Tenderer not conforming to the standards required by the municipality as contained in the tender document, Tenderer shall be given 20 days written notice to remedy such default failing which, the municipality will be allowed to cancel this appointment without further notice.

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

25.3)1. Non-compliance to submission dates
25.3)2. Breach of confidentiality and/or conflict of interest;

25.3)3. 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.

25.3)4. Inadequate valuation results measured against monitoring;

25.3)5. Non-compliance with the Act and any other conditions referred to in this tender.

25.3)6. Dishonesty

25.3)7. Corruption

25.4) 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 20 days' notice to remedy such default, failing which the municipality shall cancel this tender without further notice.

25.5) 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.

25.6) 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.

25.7) 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.

25.8) 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.

25.9) The Municipality shall in addition to any of its other rights to claim damages from the Tenderer be entitled to enforce a penalty.

25.10) The Municipality will be entitled to withhold an amount of R2 000 per day if any delay in terms of Stage 6 (Paragraph 7) of the tender occurs, until the certified valuation roll is provided.

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

26. INSURANCE

26.1) Tenderer shall submit proof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R5 million and Public Liability Insurance held by Tenderer for a minimum value of R5 million.

27. QUALIFIED TENDERS

27.1) Qualified tenders may be disregarded at the discretion of the Municipality.

28. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

28.1) The service provider must adhere to all OHSA statutory requirements.

29. PRICING REQUIREMENTS

The Schedule of Fees, must be completed by the Tenderer.

All other costs must be included in the tender rates.

Tender rates must be submitted inclusive of Value-added-Tax at 15%.

The service provider will submit invoices to the Municipality per the stage progression of the project.

METHOD OF PAYMENT

29.1) The municipality will pay Tenderer on a progress basis measured against performance of each stage, upon completion as follows:

STAGE NO.	DESCRIPTION	COMMENTS
1	Commencement phase	
2	Data collection	
3	Valuation compilation	
4	Submission Draft Roll	
5	Internal Monitoring	
6	Submission of certified roll	
7	Objection process and completion of reasons	
8	Handling/Processing of objections	
9	Valuation appeal board hearing	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.
10	Submission of data to municipality	

30. EVALUATION

30.1) All acceptable tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).

30.2) All tenders received shall be evaluated in accordance with the Mamusa Local Municipality Supply Chain Management Policy Incorporating Preferential Procurement.

30.3) Points will be awarded to tenderers who are eligible for preferences in terms of PPPFA 2022

30.4) The terms and conditions of PPPFA shall apply in all respects to the tender evaluation process and any subsequent contract.

31. EVALUATION OF TENDERS ON FUNCTIONALITY

31.1) The tender will be evaluated on functionality.

31.2) The evaluation criteria are contained in the document

31.3) A minimum score of 80% is required in order to be evaluated for price and preference.

31.4) No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality.

MAMUSA LOCAL MUNICIPALITY TENDER FUNCTIONALITY

1. GENERAL CONDITIONS

1.1. This form is to be used to claim the functionality points used to assess the technical capacity of the Tenderer to execute the project.

1.2. A prerequisite of 80% must be obtained for functionality, in order to be evaluated on price and preference.

1.3. The functionality points for this bid are allocated as indicated in table below:

Evaluation Criteria		Maximum Points Allocated
Experience of Firm (Complete applicable schedule)	2 point for every project completed or engaged in	20
Experience of Firm (Attach Reference /Appointment letter from Municipalities)	Number of municipalities where more than 5 000 Properties were valued: 2 points per Municipality	10
Number of Qualified Valuers	Number of Qualified Valuers permanently employed- 10 Points per valuer	30
1.3.2. Experience of key personnel:		20
1.3.2.1 Professional Valuer 1	1 point for every year of experience	10
1.3.2.1 Professional Valuer 2	1 point for every year of experience	5
1.3.2.1 Professional Valuer 3	1 point for every year of experience	5
1.3.3. Methodology and Time Frame (See criteria description in 1.5)		20
TOTAL POINTS		100

1.4. Tenderer must for the duration of the contract, inter alia, undertake to transfer property valuation related skills and provide training (practical and theoretical) to at least one municipal official employed in a relevant department of the municipality or who is studying for a formal qualification in property valuations.

1.5. Tenderer must submit a proposed project work plan with the tender submission (Schedule 3) which must be of sufficient detail (preferably not longer than 2 pages) to indicate that the project brief has been understood.

1.6. The Tenderer must indicate the approach and methodology that they intend following in order to reach the required outcome within the specified time frames. Refer to paragraph/s 12 and 14.

1.7. The methodology shall be evaluated on services as indicated under the scope of works and the following norms:

1.7.1. Project specific services methodology (10 points)

1.7.2. Time frame of individual actions (10 points)

1.7.3.

2. NOTE:

2.1. Failure on the part of a bidder to fill in a part of this may be interpreted to mean that the functionality points are not claimed

2.2. Failure on the part of a bidder to sign this form will disqualify the bidder

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

3. GENERAL DEFINITIONS

3.1. “Experience of Firm” means the number of similar projects that the firm has been involved with.

3.2. “Highest relevant qualification” means the highest qualification relevant to the position as key personnel for who he/she is nominate for.

3.3. “Key Personnel” means those personnel, indicated in paragraph 4.5, and that is on site and directly involve with the municipality and project.

3.4. “Relevant experience” means years' experience in a similar position as indicated in paragraph 4.5, which are in line with the scope.

3.5. “Scope” means as defined in the Terms of Reference of this particular project.

4. FUNCTIONALITY POINTS CLAIMED IN TERMS OF PARAGRAPH 1 AND 2 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED.

Functionality Criteria	Quantities as per Criteria	Points claimed
4.1. Experience of Firm- Current or Completed Projects		
4.2. Experience of Firm- Municipalities with > 5 000 properties		
4.3. Experience of Professional Valuer 1		
4.4. Experience of Professional Valuer 2		
4.5. Experience of Professional Valuer 3		
4.6. Methodology and Time Frame		
4.7. Details of Bidding Firm		
4.7.1. Attach a schedule with the description of the project, details of the employer and contact		

details of the representative of the employer.

4.8. Details of key personnel on the Projects

4.8.1. Bidders must submitted details of the key personnel to be seconded to the project.

4.8.2. Experience: Attach a short CV not longer than 1 page, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience.

4.8.3. Proof of the Qualification in the form of certified copy must be attached, as well as professional registration, where applicable.

5. DECLARATION WITH REGARD TO FUNCTIONALITY

5.1. I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed qualifies the firm for the point(s) shown and I / we acknowledge that:

5.1.1. The information furnished is true and correct.

5.1.2. In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

5.1.3. If the claims are found to be incorrect, the Municipality may, in addition to any other remedy it may have –

5.1.3.1. recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

5.1.3.2. 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;

**SIGNATURE(S) OF
BIDDER(S)**

DATE

WITNESS 1: SIGNATURE

WITNESS 2: SIGNATURE

MBD 1: INVITATION TO BID/TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAMUSA LOCAL MUNICIPALITY

BID NUMBER:	MAM2025-001	CLOSING DATE:	07 June 2024	CLOSING TIME:	12:00
DESCRIPTION	THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 01 JULY 2025 TO 30 JUNE 2030.				
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					
MAMUSA LOCAL MUNICIPALITY					
28 Schweizer Street					
SCHWEIZER-RENEKE					
2780					
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	SCM		CONTACT PERSON	Ms.J.K Kgosieng	
CONTACT PERSON	Ms S. Sirwe		TELEPHONE NUMBER	053 963 1331	
TELEPHONE NUMBER	053 963 1331		CELLPHONE NUMBER	N / A	
FACSIMILE NUMBER	053 963 2474		E-MAIL ADDRESS	jkgosieng@gmail.com	
E-MAIL ADDRESS	sirwes@mamusa.gov.za				

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

MAMUSA LOCAL MUNICIPALITY
PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

Name of Bidder:

Bid number: **MAM2025-001**

Closing day and time:

Bid description: **THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 01 JULY 2025 TO 30 JUNE 2030.**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

1. EXECUTIVE SUMMARY

Firm quotations are hereby requested from registered service providers with the following specifications as a minimum:

2. PRICING SCHEDULE

Item No	Description of Goods / services required	Quotation Price in RSA Currency (all applicable taxes included**)
	REFER TO VALUATION SUMMARY AND ATTACH PROPOSAL	
	Total Quotation price (Including VAT) (Carry forward to front cover of this Quotation document)	

Required by:

At:

Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s).....

Period required for delivery *Delivery: Firm/Not firm

Delivery basis

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

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

1. PREVIOUS WORK EXPERIENCE OF A **SIMILAR NATURE**

List main work experience of a **similar nature to this bid** successfully executed and completed (or on-going) in the last five (5) years:

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the MAMUSA LOCAL MUNICIPALITY are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

..... Signature	 Date
..... Position	 Name of Bidder

DECLARATION OF INTEREST

1. **No bid will be accepted from persons in the service of the state*.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:
 - 3.1 Full Name:
.....
 - 3.2 Identity Number:
.....
 - 3.3 Company Registration Number:
.....
 - 3.4 Tax Reference Number:
.....
 - 3.5 VAT Registration Number:
.....
 - 3.6 Are you presently in the service of the state ***YES / NO**

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

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

3.8.1 If so, furnish particulars.

.....

.....

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

3.9.1 If so, furnish particulars

.....

.....

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

3.10.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	 Date
..... Position	 Name of Bidder

MAMUSA LOCAL MUNICIPALITY

CONFIRMATION OF OUTSTANDING MUNICIPAL RATES AND TAXES FOR THE BUSINESS ENTITY AND DIRECTORS/OWNERS/MEMBERS/PARTNERS

Section 38 (1) (d) (i) of the supply chain management of the Mamusa Local Municipality stipulates that the bidder or any of the directors does not owe rates or municipal services for more than (3) three months.

According to the supply chain management policy of the Mamusa Local Municipality a bid will be rejected if the municipal rates and taxes are in arrears for more than 3 months based on outcome of the verification carried out before the evaluation and adjudication of tender.

In order for Mamusa Local Municipality to abide by the above stated section, you are hereby requested to confirm that the following business entity and its directors/owners/members/partners do not owe rates and taxes to your municipality.

PLEASE COMPLETE THE FOLLOWING INFORMATION REQUIRED.

Business entity name :

Municipality where business is situated :

Municipal Account No. (Business entity) :

Name of Directors/Members/Partners/ Owners	Municipality where the Directors/Members/Partners/Owners reside	Municipal Account Number

Mamusa Local Municipality

CONFIRMATION OF RATES AND TAXES BY MUNICIPALITY

I, ----- in my capacity as-----
(Full names) (Designation)

Of the municipality-----hereby certifies that
(Name of Municipality)

- I have examined the municipal accounts of the above named person / business entity and i am satisfied that all his/her municipal accounts are up to date.
- I have examined the above named municipal accounts and have found that the said accounts to be in arrears.

Comments (if any)

.....

.....

.....

.....

MUNICIPAL STAMP

Signature of official.....

NB: 1. PLEASE ATTACH THE LATEST MUNICIPAL SERVICE CHARGES STATEMENT OF THE COMPANY AND ITS DIRECTORS / OWNERS / MEMBERS / PARTNERS.

2. FAILING TO COMPLETE THE REQUIRED INFORMATION SHALL INVALIDATE THE BID.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

b. 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
RACE (BLACK) = 05	
GENDER (WOMEN) =05	
YOUTH = 05	
DISABILITY = 05	
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- a. an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- b. any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE (BLACK)	05	
GENDER (WOMEN)	05	
YOUTH	05	
DISABILITY	05	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.1. Name of company/firm.....

3.2. Company registration number:

3.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME.....

DATE.....

ADDRESS.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

2. Definitions

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

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

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

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM - RENDERING OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - 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;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
2	
DATE:	

CONTRACT FORM - RENDERING OF OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

MAMUSA LOCAL MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES ()

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 ☐
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 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 (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE
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 Bidder	 Signature
..... Position in the firm/Company	 Date

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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 3 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.
- 4 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**THE NATIONAL TREASURY
Republic of South Africa**

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable

fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond

within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.