

MKHONDO LOCAL MUNICIPALITY



TENDER DOCUMENT:

COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL,
SUPPLEMENTARY VALUATION ROLLS FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2030
(FIVE YEARS)

CONTRACT NUMBER: MKHO12/2023/24

CLOSING DATE: **27th OCTOBER 2023 12:00pm**

EMPLOYER:

MKHONDO LOCAL MUNICIPALITY

P O Box 23
Mkhondo
2380

Represented by:

Mr M Dlamini
Acting Municipal Manager

FOR ENQUIRES:

Technical Enquiries: Revenue Management

Mr. F.C Munzhelele

Email: cmunzhelele@mkhondo.gov.za

Administrative Enquiries: Supply Chain Management

Mr.M.C Gumede

Email: mgumede@mkhondo.gov.za

Name of Tenderer :

Amount Tendered (Incl.Vat):

Amount in Words (Incl.Vat):

CSD Registration Number:

SUMMARY FOR TENDERER DETAILS

NAME OF TENDERER: _____

ADDRESS : _____

CELLPHONE NUMBER: _____

TELEPHONE NUMBER: _____

FAX NUMBER _____

E-MAIL ADDRESS _____

CLOSING DATE: _____

Signed by authorised representative of the TENDERER: _____

DATE: _____

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 Certificate of Authority of Signatory and Proof / Letter of Authority to Sign Bid Document
 Registration certificate / Agreement / Identity Documents
 Duly completed and Signed Invitation to Bid form by Bidder – MBD 1
 Tax Clearance Requirements – Valid SARS TCS PIN – MBD 2
 Declaration by Bidder MBD 3.1 (Firm Prices)
 Declaration by Bidder MBD 4 (Declaration of Interest)
 Declaration by Bidder MBD 5 (Procurement above R10 Million)
 Declaration by Bidder MBD 6.1 (Preference Claim Points)
 Declaration by Bidder MBD 7.1 (Contract Form) / Part C1: Agreements and Contract Data: Form of Offer and Acceptance
 Declaration by Bidder MBD 8 (Bidder's Past Supply Chain Management Practices)
 Declaration by Bidder MBD 9 (Certificate of Independent Bid Determination)
 Comprehensive (Not Summary) Central Supplier Database (CSD) Report
 Recent Water and Services Municipal Account of the company, Recent Water and Services Municipal Account of the Directors (Proof of residence from Tribal Authority if one or all of the Directors reside on a Tribal Land) and should not be more than Three Months old. If the company is leasing the premises, proof of water or electricity account that is payable to the municipality by Lessor. If the company does not pay water & electricity account the contractual agreement between the company and the lessor.
 Compulsory Enterprise Questionnaire
 Latest Entity's Three-Year Annual Audited Financial Statements
 Certified copies of Valid Professional Registration with the South African Council for the Property Valuers Profession (SACPVP)

Other Returnables for Evaluation purposes (only):

Valid B-BBEE level 1 certificate
 Corporate Social Investment (CSI) plan

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PART T1: TENDERING PROCEDURES

1. GENERAL

1.1 TENDER NOTICE

T1.1 TENDER NOTICE AND INVITATION TO TENDER

MBD 1 INVITATION TO BID

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1: TENDER NOTICE AND INVITATION TO TENDER



MKHONDO
LOCAL MUNICIPALITY

TENDER INVITATION FOR:

COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL, SUPPLEMENTARY VALUATION ROLLS FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2030 (FIVE YEARS)

BID REFERENCE NUMBER: MKHO12/2023/24

Mkhondo Local Municipality hereby invites reputable and accredited service providers to submit tenders for the above-mentioned project. The service providers must comply with the VAT Act. Tender documents can be obtained from the e-Tenders Portal (www.etenders.gov.za) and the municipal website (www.mkhondo.gov.za) from **27/09/2023**. Compulsory clarification meeting will be held on the **27th of September 2023 at 10h00 a.m** at Mkhondo Town Hall. Sealed envelopes must be addressed to: The Acting Municipal Manager, Mkhondo Local Municipality, PO Box 23, Mkhondo, 2380, Marked with the above tender description correct Tender Reference Number and deposited in the '**TENDER BOX**' situated at MKHONDO Town Hall, Mark and de Wet Street, Mkhondo, **no later than Friday, 27th of October 2023 time 12:00 noon**.

No correspondence will be entered into with any tender regarding scores obtained, reasons for no appointment, etc. **No late, telephonic, facsimile or e-mailed tenders will be accepted.**

According to the Municipality Supply Chain Regulations issued by the Minister of Finance in terms of Section 168 of the Municipal Finance Management Act, Act 56 of 2003, persons who are within the organs of the state, like Councilors, and other elected representatives, full time employees and other directors of the public and municipal entities are prohibited from being eligible to bid or be awarded a contract to provide any services to the Municipality. Bidders will be required to comply with the Property Valuers Act.

The following **compulsory documents** must be accompanied with the tender, and failure to provide such documentations shall constitute automatic disqualification: Certified copies of Valid Professional Registration with the South African Council for the Property Valuers Profession (SACPVP), Valid SARS Tax Compliance Status (TCS) Pin, certified copies of Company Registration Certificates, Current Municipal Statement for Rates and Taxes (Not in arrears for more than 90 days) / Valid Lease agreement (if leasing premises of operation) / Proof of Residence or Letter from a Tribal Authority if residing and conducting business in a non-billed area, certified copies of shareholder's or Directors' ID documents, Full (Not a Summary) CSD Registration Report (Not older than 30 days

from tender closing), a valid Letter of Authority / Resolution to sign the bid (in Company Letterhead), Entity's Latest Three-Year Audited Financial Statements,

Corporate social investment, bidders are mandated to make a provision for corporate social investment (CSI) at 1% as part of the municipality's empowerment program implemented through its supply chain management policy when allocated work.

All submissions will be adjudicated in terms of the Mkhondo Local Municipality's Procurement Policy, the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 as well as the preferential procurement regulations, 2022 (PPR 2022). The 80/20 price and preference point system will be applicable for this tender, where 80 points will be allocated in respect of price and 20 points in respect of targeted (specific) goals. Copy of B-BBEE certificate or sworn affidavit for B-BBEE to claim B-BBEE points. Method 4 of evaluation of the acceptable proposals will be applied and responsive bids are expected to score at least a minimum of 70 % for quality to be considered for further evaluation. All bids shall be valid for a period of 90 days from the closing date of the bid.

Mkhondo Local Municipality reserves the right to accept or not to accept the lowest priced or any other proposal. Bid prices will be used for evaluation purposes only and will not be considered as final award prices.

All Administrative and Supply Chain Management enquiries must be addressed to: Tel: Mr M.C Gumede on the Email address: mgumede@mkhondo.gov.za, and Technical (relating to scope and specifications) enquiries to Mr F.C Munzhelele on cmunzhelele@mkhondo.gov.za; Acting General Manager Technical Services.

Mr. MS Dlamini
Acting Municipal Manager:
Mkhondo Local Municipality

PART A

INVITATION TO BID / REQUEST FOR FORMAL WRITTEN QUOTATIONS (COMPETITIVE BIDDING)

Project Ref. No.	MKHO12/2023/24	CLOSING DATE:	27 OCTOBER 2023	CLOSING TIME:	12H00
DESCRIPTION	COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL, SUPPLEMENTARY VALUATION ROLLS FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2030 (FIVE YEARS)				
DATE OF ADVERTISEMENT :					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
No. 33 Corner Market and De Wet Street					
EMkhondo					
2380					
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:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes ☐		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes ☐	
	No ☐			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 ☐	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes ☐	No ☐
	[IF YES ENCLOSE PROOF]			[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					
TECHNICAL INFORMATION MAY BE DIRECTED TO:			BIDDING PROCEDURE MAY BE DIRECTED TO:		
DEPARTMENT	Revenue		DEPTMENT		
CONTACT PERSON	Mr F.C Munzhelele		CONTACT PERSON	Mr.MC Gumede	
E-MAIL ADDRESS	cmunzhelele@mkhondo.gov.za		E-MAIL ADDRESS	mcgumede@mkhondo.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS **MUST** 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.

4. MANDATORY RETURNABLES, TENDER RULES AND INSTRUCTIONS (FAILURE TO COMPLY WITH THE PRE-SET REQUIREMENTS,

- 4.1 DULY COMPLETED AND SIGNED MBD 1 FORM BY SERVICE PROVIDER AND FORMAL WRITTEN PRICE QUOTATION BY THE BIDDER
- 4.2 FORM WRITTEN AND DULY COMPLETED QUOTATION
- 4.3 COMPLETION AND SIGNING OF ALL DECLARATION FORMS (MBD)
- 4.4 SUBMISSION OF A VALID SARS TCS PIN
- 4.5 PROOF AND DECLARATION THAT THE BIDDER IS NOT IN ARREARS OF MUNICIPAL RATES MORE THAN 90 DAYS
- 4.6 CSD REGISTRATION NUMBER OF THE BIDDER
- 4.7 BIDDER MUST PROVIDE CERTIFIED ID COPIES OF ALL DIRECTORS, SHAREHOLDERS, AND PARTNERS
- 4.8 ALL CERTIFIED COPIES MUST NOT BE OLDER THAN THREE (03) MONTHS FROM CLOSING DATE.
- 4.9 CERTIFIED COPY OF COMPANY REGISTRATION CERTIFICATE TO BE ATTACHED WITH THE BID DOCUMENT, AND
- 4.10 DECLARATION THAT BIDDER IS NOT IN ARREARS OF ANY MUNICIPAL RATES, MUNICIPAL RATES OF EACH COMPANY DIRECTOR, VALID LEASE AGREEMENT AND LEASE DECLARATION BY LESSOR, OR PROOF OF RESIDENCE FROM THE MUNICIPAL COUNCIL (IF OPERATING BUSINESS FROM AN INFORMAL NON-BILLED RESIDENTIAL AREA)

*NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN **THREE** MONTHS FROM TENDER CLOSING DATE. COPIES OF CERTIFIED COPIES WILL NOT BE CONSIDERED AS VALID COPIES.*

Tender Data

Clause	Wording (Data)
	The employer is the MKHONDO LOCAL MUNICIPALITY.
	The tender documents issued by the employer comprise: PART T1 : TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data PART T2 : RETURNABLE DOCUMENTS T2.1: List of Returnable Documents PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance PART C2 : PRICING DATA C2.2: Bill of Quantities PART C3 : SCOPE OF WORKS C3 Terms of Reference APPENDICES C3.4 General Conditions of Contract C3.5 Standard Conditions of Tender
	The Employer's agent is: The Acting Municipal Manager M Dlamini Mkhondo Local Municipality P.O Box 23, eMkhondo, 2380
	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders : a) CSD Registered service providers. b) Bidders not listed on National Treasury's Tender Defaulters Database and Restricted suppliers. c) The tenderer is registered with the Central Supplier Database of National Treasury; d) The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. e) the tenderer has not: (i) Abused the Employer's Supply Chain Management System; or (ii) Failed to perform on any previous contract and has been given a written notice to this effect; and (iii) As completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process. f) Bidder whose tax matters are in order and is in compliance with tax regulations.
	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: MKHONDO LOCAL MUNICIPALITY OFFICES Physical address: 33 MARKET STREET, MKHONDO
	Postal address: MKHONDO LOCAL MUNICIPALITY PO BOX 23, MKHONDO, 2380

Clause	Wording (Data)
	A two-envelope procedure will not be followed.
	The closing time for submission of tender offers is 12H00 hours on Friday, 27TH OCTOBER 2023
	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will NOT be accepted.
	The tender offer validity period is 90 days.
	The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
	The tenderer is required to submit the following certificates with his tender: 1) Particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period.
	The time and location for opening of the tender offers are in accordance with regulation 23 of the MFMA
	Functionality / Quality Scorecard: Offers that score less than 70% will be disqualified from further evaluation.
	Special goals points will be allocated as follows: Procurement of goods or services above R5 million up to maximum threshold value of R10 million, the 20-preference point for achievement of specific goals shall be allocated as follows; (a) A total of 10 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements- (i) 2,5 points for 100% black person or people owned enterprise; (ii) 2,5 points for more than 30% woman or women shareholding or owned enterprise; (iii) 2,5 points for more than 30% youth shareholding or owned enterprise; (iv) 2,5 points for more than 30% people living with disability shareholding or owned enterprise. (b) A total of 10 preference points shall be allocated on a proportional or pro rata basis for implementing of programs for RDP- (i) 2,5 points for enterprise located within the local area of jurisdiction; (ii) 5 points for Corporate Social Investment (CSI) or Social Labour Plan proposition; (iii) 2,5 points for valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).
	a) The number of paper copies of the signed contract to be provided by the Employer is ONE (1).
	The council reserves the right to appoint more than one service providers. The Council reserves the right to cancel or withdraw the tender, or not to award
	TERMS OF BIDDING - Only those tenderers who are registered with recognised professional bodies or council and central data base (CSD) are eligible to submit tendered for these tenders - The municipality reserve the right to appoint more than one service provider - The municipality reserve the right to cancel or withdraw the tender at any stage - The municipality does not bind itself to accept or award the lowest priced tender

Clause	Wording (Data)
	• The bidding rates are for evaluation purposes only and quantities may differ as actual work is conducted the total tender sum • The total tender sum does not reflect the total amount that will be paid to the contractor • The municipality reserve the right to negotiate rates or prices with the preferred bidder(s) • The municipality reserve the right to accept part or the whole tender • Items omitted in the BOQ shall be charged on the basis of a quotation from a reputable supplier plus not more than 25% mark up • The municipality reserve the right not to appoint or withdraw the tender • The adjudication process and the award, if an award is made, will conform to the requirements of the supply chain management regulations of 2022. This bid is subject to the, Mkhondo Local Municipality supply chain management policy. Only the version of this notice and invitation contained in the tender document shall form part of the tender. No correspondences will be entered to with regards to evaluation scores obtained. Tenders may only be submitted on the original tender document that is issued by the employer. Tenders should be valid for a period of not less than ninety (90) days. • A tender that is found to be irregular by internal audit, Auditor General or any other organ of state/ oversight bodies, the municipality reserves the right to terminate such contract within thirty days (30) without prejudice. • Corporate social investment, bidders are mandated to make a provision for corporate social investment (CSI) at 1% as part of the municipality's empowerment program implemented through it's supply chain management policy

Part T2.1 LISTS OF RETURNABLE DOCUMENTS (*Bidder Must comply with the set out Schedules below, tender rules and Instructions, failure to comply will result in tender being non-responsive*)

Administrative Mandatory Returnables and Compliance Schedules:

Certificate of Attendance at clarification meeting
Record of addenda (if any)
Certificate of Authority of Signatory and Proof / Letter of Authority to Sign Bid Document
Registration certificate / Agreement / Identity Documents
Duly completed and Signed Invitation to Bid form by Bidder – MBD 1
Tax Clearance Requirements – Valid SARS TCS PIN – MBD 2
Declaration by Bidder MBD 3.1 (Firm Prices)
Declaration by Bidder MBD 4 (Declaration of Interest)
Declaration by Bidder MBD 5 (Procurement above R10 Million)
Declaration by Bidder MBD 6.1 (Preference Claim Points)
Declaration by Bidder MBD 7.1 (Contract Form) / Part C1: Agreements and Contract Data: Form of Offer and Acceptance
Declaration by Bidder MBD 8 (Bidder's Past Supply Chain Management Practices)
Declaration by Bidder MBD 9 (Certificate of Independent Bid Determination)
Comprehensive (Not Summary) Central Supplier Database (CSD) Report
Recent Water and Services Municipal Account of the company, Recent Water and Services Municipal Account of the Directors (Proof of residence from Tribal Authority if one or all of the Directors reside on a Tribal Land) and should not be more than Three Months old. If the company is leasing the premises, proof of water or electricity account that is payable to the municipality by Lessor. If the company does not pay water & electricity account the contractual agreement between the company and the lessor.
Compulsory Enterprise Questionnaire
Latest Entity's Three-Year Annual Audited Financial Statements
Certified copies of Valid Professional Registration with the South African Council for the Property Valuers Profession (SACPVP)

Other Returnables for Evaluation purposes (only):

Valid B-BBEE level 1 certificate
Corporate Social Investment (CSI) plan

Note: In Addition: Bidders who fail to comply with the underneath pre-set Tender Instructions and Rules will not be accepted (will be rejected as non-responsive):

All certified documents must not be older than three months from tender closing date, all alterations and cancellations to tender document must be signed by the authorised signatory, employer reserves the right to disqualify tenderers for infringing any of the Standard Tender Conditions, rules and issued instructions. ALL pages of the tender document must be initialled by authorised signatory. Copies of certified copies will not be accepted as valid copies. Bidder's whose names appear on the National Treasury list of Restricted Suppliers and Defaulters will not be accepted.

PROOF / CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*tenderer*)
of (*address*)
.....was represented by the person(s) named below at the
compulsory meeting held for all tenderers at (*location*)on
(*date*)starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:Signature:
Capacity:

Name:Signature:
Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name:Signature:
Capacity:Date and Time:

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer **MUST** complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents. Bidders MUST attach valid Proof of Authority to sign the bid to this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,chairperson of the Board of Directors of

.....hereby confirm that by resolution of the Board (copy attached) taken

on.....20.....Mr/Msacting in the capacity of

..... was authorized to sign all documents in connection with the

tender for Contract Noand any contract resulting from it, on behalf of the company.

Chairman :

As Witnesses : 1.

2.

Date :

(ii) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

.....

.....hereby authorise Mr/Ms..... acting in the capacity of

.....to sign all documents in connection with the tender for

Contract Noand any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,.....

.....hereby authorize Mr/Ms

.acting in the capacity of.....to sign all documents in connection with the

tender for Contract Noand any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No

.....and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,hereby confirm that I am the sole owner of the business trading
as

.....

Signature of Sole owner

1.

2. Date

CERTIFIED COPIES OF REGISTRATION CERTIFICATE / AGREEMENT/ ID DOCUMENT
--

(Important note to Tenderer: certified copies of Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and must be inserted here)

TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Bidder must attach a valid SARS TCS Tax Compliance Status Pin / SARS Valid Tax Certificate. Failure to comply with the instruction WILL invalidate the bid or result in the bid being rejected.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate SARS Tax Compliance Status Pin.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1	BOQ Sum	COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL, SUPPLEMENTARY VALUATION ROLLS FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2030 (FIVE YEARS)	R

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

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

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

*Delete if not applicable

DECLARATION OF BIDDERS - MBD4

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 favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take 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:

Full Name:

Identity Number:

Company Registration Number:

VAT Registration Number:

Are you presently in the service of the state? **Yes / No**

If so furnish particulars:

.....

Have you been in the service of the state in the last twelve months? **Yes / No**

If so furnish particulars

.....

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

- (a) a member of
 - (1) any municipal council;
 - (2) any provincial legislature; or
 - (3) 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
- (e) constitutional institution within the meaning of the Public Finance Management Act, 1999 (act no 1 of 1999);
- (f) a member of the accounting authority of any national or provincial

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

If so, furnish particulars.....
.....

Are *you*, aware of any relationship (family, friendly, other) between a bidder and persons in the service of the state who may be involved with the evaluation and adjudication of this bid. **Yes / No**

If so, furnish particulars.....
.....

Are any of the company's directors, managers, principle Shareholders or stakeholders in the service of the State? **Yes / No**

If so, furnish particulars.....
.....

Is any spouse, child, or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **Yes / No**

If so, furnish particulars.....
.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THE DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

.....
SIGNATURE

.....
DATE

.....
POSITION

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

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

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

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE:	CAPACITY:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of 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:

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Owned enterprise	2,5	
More than 30% women shareholding	2,5	
More than 30% youth shareholding	2,5	
More than 30% people with disability	2,5	
Enterprise located within the local area	2,5	
Valid B-BBEE level 1 contribution	2,5	
Corporate Social Investment (CSI) plan	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. 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 *audialteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

CONTRACT FORM - PURCHASE OF GOODS / SERVICES

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 **MKHONDO LOCAL MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number: **MKHO12/2023/24** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - 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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS / SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
		NOT APPLICABLE	As and when required		N/A

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Form of Offer and Acceptance

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONTRACT No.: MKHO12/2023/24

**COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL,
SUPPLEMENTARY VALUATION ROLLS FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2030
(FIVE YEARS)**

The Tenderer, identified in the Offer Signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

R (In words.)
.....,

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature:(of person authorized to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:
.....

Telephone number: **Fax number:**

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Agreement, and Contract Data, (which include this Agreement)
Pricing Data, including the Bill of Quantities
Scope of Work
Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:

Name: (*in capitals*)

Capacity:

Name of Employer (*organisation*).....

Address:

.....

Witness:

Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**.....

Details:.....

2. **Subject:**.....

Details:.....

3. **Subject:**.....

Details:.....

4. **Subject:**.....

Details:.....

5. **Subject:**.....

Details:.....

6. **Subject:**.....

Details:.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature:.....

Name:

Capacity:

Tenderer: *(Name and address of organisation)*.....

.....

Witness:

Signature:.....

Name:

Date:

FOR THE EMPLOYER

Signature:.....

Name:

Capacity:

Employer: *(Name and address of organisation)*.....

.....

Witness:

Signature:.....

Name:

Date:

D: CONFIRMATION OF RECEIPT

The Tenderer, identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The(day) of(month)
20.....(year) at(place)

For the Service Provider:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
- 5

Item	Question	Yes	No
1.1	Is the Tenderer 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer 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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).	Yes ☐	No ☐
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer 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 ☐
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer 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 ☐
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
1.5.1	If so, furnish particulars:		

***where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule**

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

Signed Date

Name Position

Bidder

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.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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.
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

PROOF OF CSD REGISTRATION

NOTICE OF SUPPLY CHAIN MANAGEMENT CENTRAL SUPPLIER DATABASE REGISTRATION

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

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Mkhondo Local Municipality.**

The database will be used to verify the accreditation of a supplier before an award can be made.

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

QUESTIONS		YES	NO		
1.	Is your company registered on the Central Supplier Database?				
2.	If yes, provide the following details:				
2.1	▪ CSD registration number				
2.2	▪ Tax Compliance Status Pin				
3.	Enquiries related to par. 2.1 and 2.2 can be made to Mr MC Gumede at 017 285 0309				
4.	If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document				
I, (insert full name)					
of (insert physical address)					
being a Director, Principal Shareholder, owner of company (insert company name)					
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge					
SIGNATURE					

Bidders MUST attach a RECENT (not older than thirty days from tender closing date) Comprehensive (not a Summary) CSD Registration report from National Treasury.

MUNICIPAL UTILITY ACCOUNT / LEASE AGREEMENT / PROOF OF RESIDENCE

(Affix hereto CURRENT proof of municipal services account for tax & rates not owing more than three (3) months hereto) / Valid lease Agreement / Proof of Residence for bidders that reside in non-billed municipal area or jurisdiction. Bidders MUST complete the clearance certificate a set out below.

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

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

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality in the municipal area where the service provider conduct his / her business or if the bidder is a tenant, a Letter from the Landlord stipulating the office space leased and the payment status of the service charges. Should the above not be applicable NO AFFIDIVIT will be acceptable ONLY AN OFFICIAL COUNCIL LETTER OF RESIDENCE from bidders residing in non-billed areas will be acceptable (subject to verification)

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

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

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

Names of all directors, their ID numbers and municipal account number.

Director / Shareholder / partner	ID Number of Director / Shareholder / Partner	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)	Municipality where the account is held

- Certified copies of municipal accounts mentioned of each Director, Shareholder, and partner listed above (Not older than 3 months).

CERTIFICATION

I, (AUTHORISED SIGNATORY) THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (MKHONDO LOCAL MUNICIPALITY) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed _____

Date

Name _____

Position

Bidder

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section1: Name enterprise:

Section2: VAT registration number, if any:

Section3: CSD registration number:

Section4: Particulars of sole proprietor and partners in partnerships

Name*	Identity number*	Personal income tax number*

*complete only if sole proprietor or partnership and attach separate page if more than three partners

Section5: particulars of companies and close corporations

Company registration number.....

Close corporation number.....

Tax reference number.....

Section6: record of service of the state

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

- A member of any provincial legislature
- A member of the national assembly or the National Council of Province
- A member of the board of directors of any Municipal entity
- An official of any municipality or municipal entity
- A member of any municipal council
- An employee of any provincial department national or provincial public entity or constitutional institution within the meaning of public finance management Act, 1999 (act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of parliament or a provincial legislature

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

*insert separate page if necessary

Section7: Indicate by marking the relevant boxes with a cross, if any sole proprietor, partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- A member of any provincial legislature
- A member of the national assembly or the National Council of Province
- A member of the board of directors of any Municipal entity
- An official of any municipality or municipal entity
- A member of any municipal council
- An employee of any provincial department national or provincial public entity or constitutional institution within the meaning of public finance management Act, 1999 (act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of parliament or a provincial legislature

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

*insert separate page if necessary

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

(i) Authorise the employer to obtain a tax clearance certificate from the South African Revenue services that my/our tax matters are in order;

(ii) Confirms that the neither the name of the enterprise or the name of any partner, manage, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the register on the tender defaulters established in terms of the prevention and combating of corrupt activities Act of 2004;

(iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

(iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

(v) Confirms that the contents of this questionnaire are within my personal knowledge and are to be the best of my belief both true and correct.

Signed Date

Name..... Position.....

Tendered.....

COMPANY INFORMATION:

HEAD OFFICE	
Physical address Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
Postal address	
Telephone no.	
Fax no.	
E-mail	
If subsidiary company- state name of holding company	

DETAILS OF BRANCH OFFICES:

BRANCH OFFICE	
Physical address Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
Postal address	
Telephone no.	
Fax no.	
E-mail	
If subsidiary company- state name of holding company	

Proposals documents will be evaluated in three phases. The evaluation criteria for the assessment of the proposals will be on mandatory returnable documents, functionality and financial aspects.

Bids will be evaluated on mandatory returnable documents as listed and required in the document.

Proposals will be evaluated according to the functionality criteria indicated apart from those laid down in the preferential procurement regulations, 2022 pertaining to the preferential procurement policy framework Act 5 of 2000. Bidders are expected to score a minimum of **70%** to be considered for further evaluation (Stage 3):

FUNCTIONALITY TABLE:

[illegible]

Criteria	Guidelines for Criteria application	Weight	Total
	Valuation or Higher (Professional Valuer or Professional Associated Valuer/ or a candidate valuer) registered with SACPVV with less than 3 years' relevant experience = 3 points - GIS Specialists with a Degree or Higher in GIS with more than 10 years' experience = 20 points - GIS Specialists with a N.Diploma in GIS with 4 - 9 years' experience = 10 points - GIS Specialists with a N.Diploma in GIS with 3 or less years' experience = 5 points	20	
Methodology / work plan: Proposed, Detailed and concise Method Statement, Approach with detailed Programme of works, timelines, deliverables, and quality statement by the bidder	- Excellent method statement, clearly outlining deliverables, proposed timelines, quality statement by bidder = 2 points - Poor method statement not clearly defining proposed programme of works, no proposed timelines, deliverables, and quality statement = 1 point	5	10
The minimum of R5 million indemnity for liability / Professional Indemnity Insurance to a minimum value of R5 000 000.00	- Valid Proof attached = 5 points - No valid proof = 0 point	1	5
DATA BACK UP AND DISASTER RECOVERY PLAN Bidder to provide a comprehensive Recovery Plan	- Bidder has attached a comprehensive plan that addresses IT solution and backup plan for back up and recovery of data = 10 points - No plan provided= 0 point	1	10
			100

In the third phase

Proposals will be evaluated on price offer and preference as laid down in the preferential procurement regulations, 2022 pertaining to the preferential procurement policy framework Act 5 of 2000 and the 80/20 preferential point system shall apply for this tender.

Preference points for this bid shall be awarded for:

- a) 80 points for Price; and
- b) 20 points for Special Goals

The 80/20 preferential point system shall apply for this project whereby 80 points will be allocated in respect of price and 20 points in respect special goals as below.

The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and
 $P_{\min}$ = Price of lowest acceptable tender.

- a. A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.
- b. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places.
- c. Subject to section 2(1)(f) of the PPPFA, the contract must be awarded to the tendering scoring the highest points.

PART C2 PRICING DATA

C2.1 Pricing Instructions

- C2.1.1.1 The service provider should prepare and submit a priced schedule of quantities based on the preliminary design drawings for the entire scope of works with sufficient details to enable evaluation. This priced schedule of quantities should provide a breakdown of the construction cost, broken into individual items with unit rates and quantities. The following costs should be reflected as a minimum in the BoQ:.
- C2.1.1.2 All quoted prices must in South African Currency (Rand)
- C2.1.1.3 Tenderers are not permitted to change the basis upon which they have been asked to tender. Any variation from the column "How to tender" will invalidate this tender.
- C2.1.1.4 The bidding rates are for evaluation purposes only and quantities may differ as actual work is conducted the total tender sum
- C2.1.1.5 The total tender sum does not reflect the total amount that will be paid to the service provider.
- C2.1.1.6 The municipality reserve the right to negotiate rates or prices with the preferred bidder(s)
- C2.1.1.7 The municipality reserve the right to accept part or the whole tender, and
- C2.1.1.8 Items omitted in the BOQ shall be charged on the basis of a quotation from a reputable supplier plus not more than 25% mark up

BILL OF QUANTITIES

SCHEDULE 3: BILL OF QUANTITIES

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1.	General Valuation roll for 2025/2030	Fixed tender amount	R	
2.	Compilation of supplementary valuation rolls	Rate per entry	R	
2.1	Agricultural		R	
2.2	Farms used for farming purposes		R	
2.3	Farms used for purposes other than farming		R	
2.4	Mining properties		R	
2.5	Non residential i.e. business, industrial, etc.		R	
2.6	Residential		R	
2.7	Sectional title units		R	
2.8	Section 51 compliance		Nil	Part of compilation fee
2.9	Section 53 (3)		Nil	Part of compilation fee
3.0	Objections	Rate per Objection	R	
3.1	Appeals Board Hearings: Preparation and consultations with professionals appointed by the municipality for specific appeals	Per hour	R	
3.2	Attendance at Appeal Board Hearing	Per day	R	

3.3	Data collection		Nil	Part of compilation fee
3.4	Public awareness		Nil	Part of compilation fee
3.5	Valuation other than for rating purposes	State the basis of fees	R	
Sum (Excluding Vat)				
VAT (15%)			R	
Sum (Tender Amount Incl.Vat)			R	

DETAILS OF PERSON THAT HAS COMPLETED THE SCHEDULE OF QUANTITIES :

NAME

RELATIONSHIP TO TENDERING COMPANY

SIGNATURE

CONTACT DETAILS

PART C3 SCOPE OF WORK / SPECIFICATION

GENERAL UNDERTAKINGS BY THE TENDERER

DEFINITIONS

“Act” means the Local Government: Municipal Property Rates Act, 2004 (Act No 6 of 2004) and any Regulations made in terms of section 83 thereof;

“Assistant Municipal Valuer” means a valuer as defined in terms of section 39 (2) of the Act;

“Closing Date” shall be **12:00 p.m. on the 27 day of October 2023**

“Commencement Date” shall mean the first day following the signature date;

“Good Standing” means that the tenderer and/or nominated person shall not be in any way lawfully indebted to the municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the tenderer and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;

“Final Delivery Certificate” means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this tender;

“Letter of Acceptance” means the written communication by the municipality to the tenderer recording the acceptance by the municipality of the tenderer(s) tender subject to any further terms and conditions to be included in the tender by agreement between the tenderer and the municipality;

“Municipality” shall mean Mkhondo Local Municipality;

“Municipal Valuer” means a valuer as defined in terms of section 39 (1) of the Act;

“Nominated Person” means a valuer nominated by the tenderer who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act;

“Section” means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83;

“Signature Date” means the date of the signed letter of acceptance;

“Substitute Nominated Person” means the person nominated to substitute the Municipal Valuer;

“Tender” shall include: the form of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by tenderer as the basis of the services to be rendered and any further agreement entered into by the tenderer and all other schedules thereto;

“Tenderer(s)” means the tenderer whose tender has been duly accepted by the Municipality

“Validity Period” shall be **90** days from the closing date of this tender.

GENERAL TENDER CONDITIONS

1. All tenderer(s) are hereby advised that in the event that the tender is accepted by the municipality all conditions and stipulations set out in this tender and in all forms, schedules and/or annexures hereto, will be the contract between the tenderer and the municipality.

2. Tenderer(s) are required to acquaint themselves and to comply in their tender with the Mkhondo Local Municipality's Supply Chain Management Policy.

3. Tender documents are only in English

4. Failure on the part of the tenderer to sign this tender for and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposal in all respects, may in the sole discretion of the municipality invalidate the tender.

5. If any of the conditions of this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.

6. **Tender prices** must be completed in terms of Bill of Quantities of the tender document.

7. Tenders must be submitted in sealed envelopes.

8. The tender number and closing date must appear on the front of the sealed envelope in which the tender is submitted.

9. All tenderer(s) are advised that it is an express condition of tender that all tenderer(s) and nominated person(s) will be required to show, as part of their tender, that they are in good standing with the South African Revenue Services.

The tenderer and nominated person(s) (including its trustees, members or directors as the case must be) must be in good standing in respect of any levy, rates, fines, service charges or the like due to the Municipality.

10. In the event of the tenderer and/or nominated person not being in good standing and the tenderer and/or nominated person is indebted to the municipality, as contemplated in this clause which arises after the signature date and before final payment has been made to the tenderer, the tenderer hereby consents to the municipality deducting from the amount of the tender awarded such amounts as may be lawfully owed to the municipality.

11. The municipality shall not be obliged to accept the lowest or any tender. Tenderer(s) will be fully evaluated in terms of the prescribed method in the tender data, advert and in the tender document. In this regard tender(s) will have to obtain a minimum functionality score of 70%. Whilst price is a consideration, it will not be the only evaluation/qualifying process.

It is important that only tenderer(s) with the necessary experience, qualifications and technical ability to carry out the requirements of this tender submit tenders. The municipality will consider all prices and submissions made by the tenderer(s). Should the municipality during its consideration of the tenders require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the municipality requesting all tenderer(s) to submit such a request or revision of the tender proposal.

The municipality shall not be obliged to accept the tender that has obtained the maximum number of points.

12. The tenderer undertakes that it will make itself and its members, officials, employees and agents aware of the appropriate regulations and by-laws of the municipality that might have application on the tenderer(s) activities in terms hereof.

13. Neither the municipality nor any official in the municipality will be held responsible for loss of a potential opportunity to tender due to the failure of the tenderer to comply with any of requirements of this tender.

14. All data supplied by the municipality will be received by the tenderer at his risk. It will be the responsibility of the tenderer to check and verify the accuracy of data supplied by the municipality. The municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations. Tenderer shall further ensure that notwithstanding the source of any data obtained or supplied to tenderer, such data is accurate and correct to enable accurate valuation to be compiled.

TENDER SPECIFICATIONS

THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL AND AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES 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)

1. INTRODUCTION

Mkhondo Local Municipality is calling for tenders from experienced and suitably qualified valuers for

- a) compilation of a general valuation roll for the period 1 July 2025 to 30 June 2030;
- b) compilation of supplementary valuation rolls for the period 1 July 2025 to 30 June 2030;
- c) dealing with objections received in respect of a) and b) supra and valuation appeal board sittings (if any);
- d) review of rates policy

In terms of the Act, for all areas within its area of jurisdiction of Mkhondo Local Municipality:

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

The successful tenderer(s) must commit him/themselves to strict confidentiality both during and after valuations task. Tenderer(s) must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the tenderer must advise the municipality accordingly. Tenderer(s) will be required to prepare a project plan in terms of Schedule 7 and to adhere to the time schedules detailed therein, as well as paragraph 18 hereof.

The municipality will provide the tenderer with certain data as detailed in paragraph 14 hereof.

Any further data or information required fulfilling the requirements of the Act and the specific requirements of the municipality shall be for the sole account and responsibility of the tenderer.

2. QUALIFICATIONS OF MUNICIPAL VALUER AND/OR ASSISTANT MUNICIPAL VALUER

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

The tenderer must nominate a person to be designated as the Municipal Valuer.

The tenderer must nominate a person to be designated as the substitute Municipal Valuer.

The tenderer must nominate a minimum of one person to be designated as the assistant municipal valuer,

The Municipality reserves the right to:

Fully investigate the qualifications, experience and performance of the tenderer(s) nominated person/s in terms of Schedules 1 and 2 hereof by reference to:

- ☐ Previous valuation rolls compiled;
- ☐ Appeal board hearings;
- ☐ Arbitration and supreme courts;
- ☐ General standing of the nominated person/s within the valuation profession;
- ☐ Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with;
- ☐ Municipality reserves the right to interview the nominated person/s

The tenderer's nominated person/s if appointed by the municipality as either the Municipal Valuer, Substitute Municipal Valuer and/or Assistant Municipal Valuer(s) 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, the 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.

The municipality shall not be obliged to approve any request for cession and/or assignment.

The nominated and designated Municipal Valuer, Substitute Municipal Valuer and/or Assistant Municipal Valuer(s) 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.

The Municipal Valuer, Substitute Municipal Valuer and/or Assistant Municipal Valuer(s) do by their signature of Schedules 1 and 2 bind themselves jointly and severally with tenderer to fulfill all terms and conditions of this tender together with all schedules.

The Municipal Valuer, Substitute Municipal Valuer and/or Assistant Municipal Valuer(s) 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 Local Government : Municipal System Act, 2000 (Act No.32 of 2000).

3. SERVICES REQUIRED

Tenders are invited from experienced and suitably qualified tenderer(s) to **compile and maintain the General Valuation Roll and Supplementary Valuation Rolls for the financial years 1 July 2025 to 30 June 2030.**

In addition to compiling the said valuation rolls, tenderer's nominated person/s will be required to:

- 1) Reviewing of the Rates Policy and by-laws in terms of the Act in respect of valuation matters;
- 2) Community Participation and Public Awareness relating to the valuation and objection processes;
- 3) Submitting a certified supplementary valuation by the date to be prescribed by the Employer each year;

Tenderer's nominated person/s will inter alia 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) Exemptions, reductions or rebates in terms of section 15 and the review thereof, if required by municipality.
- 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 roll 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 and section 13 hereof.
- 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 tender.
- 20) Comply with section 51 – Processing of objections.
- 21) Comply with section 52(1 (3) – Compulsory review.
- 22) Comply with section 53 – Notification.
- 23) Comply with section 69 – Decision of Valuation Appeal Board and Section 34(f).
- 24) 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.
- 25) Comply with section 81 and 82 of the Act. Tenderer(s)/Nominated Person(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of section 81(1) of the Act and the Minister in terms of section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.
- 26) The successful tenderer must ensure that the valuation process and rolls comply in all respects with the Act.

4. DEFINITIONS

“Date of valuation” is 1 July 2025;

“Date of draft submission” shall mean the date upon which the Municipality if so required by them 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” are all properties other than residential dwellings, agricultural farming units, and typical income producing properties and include inter alia the following types of properties:

- ☐ Regional shopping centers;
- ☐ Guest Houses
- ☐ Conference Centers
- ☐ Mines
- ☐ Private Hospitals
- ☐ Provincial and/or State buildings such as Schools, Hospitals etc.
- ☐ Prisons, etc

Tenderer shall be required to assist the Municipality to compile a register of specialized properties that will enable the municipality to easily refer at any time to such properties. The register will reflect the property description and method of valuation applied. Where generally recognized 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, spreadsheets, 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 utilized in the compilation and maintenance of the valuation roll and supplementary valuation rolls belongs to the municipality;

“Data Transfer” all data utilized and/or collected by tenderer including that of the data capturers, will be transferred by the tenderer to the municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format;

“Property Master File” is 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 ongoing 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 ongoing 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 tender and shall continue for the full duration hereof.

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

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

In terms of the Promotion of Access to Information Act, 2000, the municipality will be and compelled to provide certain information to the general public.

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

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

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

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

Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses etc. Such information may only be disclosed in terms of section (44) of the Act.

6. CONFIDENTIALITY

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

In addition, data may not be used for personal gain by the tenderer or the tenderer's business, any employee, subcontractor 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.

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

7. DEFAULTS, PENALTIES AND RETENTION

7.1 DEFAULTS

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

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

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

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

In the case of dishonestly or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to the municipality.

In all of the other events, the municipality will give tenderer 30 days' notice to remedy such default, failing which the municipality shall cancel this tender without further notice or advice.

The 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 of registration to act as an adjudicator on behalf of the municipality to investigate their suspicion. Such person shall consider the merits of the allegations made by the municipality.

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

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

Should the municipality suffer any losses as a result of the default of the 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 costs of re-appointing alternative valuers and other financial losses suffered by the municipality as a result of the default of the tenderer and/or nominated person/s.

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

7.2 PENALTIES

Delay in complying with stages 2, 4, 5, 6, 7, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, and 23 of the tender a penalty of, R5 000 per day will be charged until completion;

Should it be apparent to the municipality that after the tenderer has been advised in writing by the municipality that tenderer is in default in complying with the deadlines of either stage 1 or 2 and that tenderer has failed to rectify such default within the amended time limit set by the municipality then in such event the municipality shall be entitled to cancel the contract and appoint a substitute Valuer. 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 Valuer to fulfill the requirements of this tender. If the cause of delay is due to the municipality not supplying the tenderer with the agreed data or other delays caused by the municipality themselves, then in such event the municipality shall not be entitled to enforce this clause.

8. VALUATION SUMMARY

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

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

Tenderers shall base their fixed price on the compilation of the general valuation roll on the estimated number of entries hereunder. No adjustment to the fixed price shall be allowed if the number of entries is more or less. *Tenderers must allow in their fixed price for a variation.*

DESCRIPTION	ESTIMATED NO OF ENTRIES
AGRICULTURAL	1800
MUNICIPAL	7920
RESIDENTIAL	12500
VACANT	1 500
INDUSTRIAL	33
MINING PROPERTIES	8
BUSINESS	445
Public Benefit Organisations (PBO)	9
Public Service Infrastructure (PSI)	150
Public S P (PSP)	150
CHURCH	85
TOTAL ESTIMATED NO OF ENTRIES	24 600

10. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls in respect of the general valuation roll for 1 July 2025 to 30 June 2030 must thereafter be compiled on an annual basis on dates to be prescribed.

Tenderer will be required to submit a certified supplementary valuation roll by prescribed dates each year.

Supplementary valuations must be compiled on an ongoing basis as they occur and supplied to the municipality as soon as is reasonably possible. Tenderer will supply the municipality with a monthly schedule of all supplementary valuations compiled by him and ensure that the property master file is updated continuously as a result of such changes.

The municipality will require that the tenderer maintains a register of all supplementary valuations in the course of being compiled by tender and such register will contain provision for monthly reporting on all outstanding supplementary valuations and the reasons thereof.

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

In respect of supplementary valuation rolls, tenderers must provide a price per entry. The cost of compiling supplementary valuation rolls and the maintenance thereof shall be based on the fees as set out in Schedule 3 or Bill of Quantities hereof.

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

11. OBJECTIONS

Tenderer must comply with the provisions of sections 51, 52 & 53 of the Act. The cost of complying with the objection process is reflected in Schedule 3 / BILL OF QUANTITIES.

12. APPEALS

The tenderer must attend all hearings of the valuation appeal board. The cost of attending to the hearings is reflected in Schedule 3 or Bill of Quantities.

13. DATA COLLECTION AND DATA COLLECTION SYSTEM

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

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

The municipality will establish or have established whether the standard of data collection is accurate and in accordance with generally accepted valuation standards suggested by either the South African Institute of Valuers or the South African Council for the property valuers profession and/or any other recognized South African bodies relating to the valuation profession.

If the findings of the municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the municipality will give the tenderer 30 day's written notice setting out their findings and request tenderer to rectify such default, failing which the municipality shall be entitled to cancel this tender without further notice. Tenderer will be given the opportunity to explain 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 the municipality.

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

Where tenderer has made use of aerial photography and or satellite imagery 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 tenderer shall have no lien thereto.

Notwithstanding section 45(2) of the Act, whereby inspections are optional, tenderer will be required to adhere to the following minimum data collection requirements:

In all cases the following data will be applicable:

- Extent of the property.
- Date of purchase.
- Purchase price.
- Multiple use (if applicable).
- Name of the owner (including part owner).
- Street address (where available).
- Zoning and use.

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

13.1 RESIDENTIAL ERVEN AND BUILDINGS

Age.

Adverse features i.e. next to informal settlements, busy road, etc.

Condition and rating.

Number of storeys.

Quality.

Size of dwelling/s, outbuildings and other structures on the property.

Special features i.e. swimming pool, walling.

Topography/slope.

View.

13.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

Age.

Adverse features i.e. next to informal settlements, busy road, etc.

Condition of section.

Condition of scheme.

Developable land reserved for future extension to scheme.

Exclusive use area.

Floor level.

Name of scheme.

Number of storeys in the scheme.

Participation quota.

Positive features.

Registration number of scheme.

Unit and flat number.

Unit type i.e. simplex, duplex, etc.

Quality.

Size of unit.

Special features i.e. swimming pool, walling.

Topography/slope.

View.

13.3 INCOME PRODUCING PROPERTIES

Condition rating.

Description of units i.e. 12 x 1 bedroom flats, 6 x ground floor shops.

Expense ratio to gross income.

Rentable or usable area.

Gross building area.

Other income factors e.g. car bays.

Quality of building rating.

Rentals actual and/or estimates provided by agents, tenants, landlords, etc.

Sales capitalization rates and other information obtained from agents, brokers, purchasers, etc.

Surplus developable land.

Turnover contribution if available.

13.4 SPECIALISED PROPERTIES

Data relating to specific type of property e.g. number of beds in hospital, etc.

Schedule reflecting description and use of buildings.

Size of all buildings.

13.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

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

13.6 AGRICULTURAL SMALL HOLDINGS

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

13.7 URBAN VACANT LAND

Adverse features.
Positive features.
Topography/slope.
Soil conditions.
Services.
View.

13.8 MINING LAND

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

13.9 REGISTERED LEASES

Salient features of the lease.

13.10 PUBLIC INFRASTRUCTURE

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

13.11 GENERAL

Sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this tender.
Such analysis is to be fully documented and made available for internal and external monitoring purposes.

In the case of all properties other than agricultural farming units, where aerial photography and/or satellite imagery is not being used a digitized plan must be submitted.

This requirement will apply to the compilation of the valuation roll as well as the supplementary rolls.

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

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

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

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

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

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

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

It is the responsibility of the tenderer to assist in the balancing of the properties contained in the valuation roll with the municipal records.

14. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPAL AND/OR TENDERER

14.1 UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE TENDERER WITH THE FOLLOWING DATA

1. Information on unresolved objections;
2. Information on properties for supplementary rolls

14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photographs/satellite imagery		X (OPTIONAL)
2	Building plans for scrutiny	X	
3	Bulk deeds download at commencement date		X
4	Cadastral information		X
5	List of all offers received to purchase and/or lease municipal properties, if requested.	X	
6	List of all sales/rental agreements relating to properties sold by municipality whether registered or not, if requested.	X	
7	List of all consent use applications received, approved or declined, if requested.	X	
8	List of all township applications, rezoning, consolidations and notarial ties submitted to municipality, if requested.	X	
9	List of all approvals and/or rejections by municipality of the above, if requested.	X	
10	Copies of all policy decisions relating to immovable property within municipality, if requested.	X	
11	Spatial Development Plan	X	
12	Geographic information system		X (Optional)

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
13	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines sewer mains, water mains, etc., if requested.	X	
14	Report of properties affected by environmental Restraints or subjected to onerous environmental impact assessment requirements		X
15	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.		X
16	Town planning scheme	X	

14.3 SUPPLEMENTARY VALUATION ROLL

The table below specifies data available to tenderer by the Municipality and what data is required. Tenderer shall obtain/ provide data at their cost.

	FUNCTION	MUNICIPALITY TO PROVIDE	TENDERER TO PROVIDE/OBTAIN
1	Aerial photographs/satellite imagery		X (Optional)
2	Building plans and schedule of monthly completed buildings for scrutiny	X	
3	Cadastral monthly updates		X
4	Monthly copies of all offers received to purchase and/or lease municipal properties	X	
5	Monthly copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	X	
6	Monthly copies of all consent use applications received, approved or declined	X	
7	Monthly copies of all township applications, rezoning, consolidations, notarial ties submitted to municipality	X	
8	Monthly copies of all approvals and/or rejections by municipality of the above	X	
9	Monthly copies of all policy decisions relating to immovable property within municipality	X	
10	Amendments to Spatial Development	X	
11	Geographic information system Monthly maintenance thereof – if applicable		X (Optional)
12	Monthly clearance certificates	X	
13	Monthly Deeds downloads		X
14	Monuments and heritage buildings declared from time to time		X
15	Occupation Certificates where available	X	
16	Planned roads and other infrastructural	X	

	services, i.e. proposed reservoirs, power lines sewer mains, water mains, etc. – ongoing basis		
17	Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements - ongoing basis		X
18	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.		X
19	Town planning scheme – updates thereof	X	
20	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register, - Copy of Proclamation Notice - Amendment scheme - Services agreement	X	
21	Annual inspection and review of section 9 & 15 properties referred to in the Act		X
22	Monthly diagrams from surveyor general		X
23	Notices appearing in government/provincial gazettes relating to properties within the municipality		X
24	Copy of annual review of rates policy	X	

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

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

15. PRINTING AND BINDING OF ROLLS

Successful tenderer shall be responsible for providing **10 hard copies** of the valuation roll, one of which will be certified by him/her. The valuation rolls shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.

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

The tenderer must also provide the municipality with an electronic valuation roll which reflects the value of the land and the improvements separately.

16. VALUATION SYSTEM

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

16.1 If a mass valuation system is used by the tenderer, the system must be compatible with the valuation system of the municipality if applicable.

16.2 The valuation system must be compatible with the GIS system (if any) utilized by the municipality as well as other management systems (e.g Munsoft) that are affected by the valuation process.

16.3 The valuation system must be compatible with the **Municipal** billing system of the municipality.

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

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

16.6 In the case of property data:

The valuation system must be able to store changes relating to inter alia:

- Land use
- Zoning
- Size
- Sub divisions
- Consolidations
- Excisions
- Notarial ties
- Current and previous owners
- Date of sale and transfer
- Sale price
- Title deed number
- Servitudes
- Caveats
- Type of sale i.e. vacant or improved, etcetera

16.7 In 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

16.8 Objections:

The valuation system must be capable of recording objections and appeals and must reflect:

- Name of objector
- Name of owner
- Objection number
- Entry required by objector
- Decision of valuer

Reasons of valuer

Decision of appeal board

Existing valuations and valuations reflected in the valuation roll Adjustments made by the appeal board

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

16.9 Other:

The valuation system must be capable of storing inter alia;

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

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

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

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

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

17. DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

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

Where tenderer utilizes data collection methods such as aerial photographs, electronic measurements, GIS etc. Such data will be made available to the municipality in a format specified by the municipality.

The municipality reserves the right to appoint either its own officials to assess the data protection and disaster recovery procedure or appoint independent specialists to evaluate and consider the merits and adequacy of the plan as set out under Schedule 4 hereof.

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

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

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

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

The municipality reserves the right to authorize and appoint a third party consultant to check and monitor the data protection methods of the tenderer during the duration of this tender.

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

17.2 DATA TRANSFER

Bulk data transfer shall be made available to the municipality in a format specified by the municipality.

The tenderer will ensure that a minimum of LTO 2 Tape Backup technology or equivalent is utilized on a daily basis.

The municipality may request these tapes/media from time to time to verify and ensure data integrity.

The tenderer may utilize optical based media technology for archiving purposes.

Tenderer may utilize optical based media technology for data presentation.

Tenderer must ensure that all optical based media be "read only".

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

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

17.3 GENERAL

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

18. GUIDELINES OF WHAT IS REQUIRED IN STAGES

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

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

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

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

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

19. MINIMUM REQUIREMENTS PER STAGE

Stage 1: DOCUMENTATION:

Obtain the following:

- Cadastre information.
- Bulk Deeds download.
- Compare cadastre with the deeds download and existing municipal valuation roll.
- Download other data in terms of section 48(2).
- Order aerial photographs.

Stage 2: DATA COLLECTION: GENERAL VALUATION ROLL 2025/2030

Includes: -

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

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

Stage 3: VALUATION COMPILATION: (2025/2030 VALUATION ROLL)

Analysis of all data and compiling of draft valuations.

Stage 4: INTERNAL MONITORING OF VALUATIONS (2025/202 VALUATION ROLL):

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

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

amended and/or corrected if necessary. This includes cross boundary monitoring within the municipal area if applicable.

Stage 5: SUBMISSION OF DRAFT ROLL FOR 2025/2030:

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

Stage 6: CORRECTIONS TO DRAFT ROLL AND SUBMISSION OF CERTIFIED ROLL FOR 2025/2030:

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

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

After correction the draft roll, if it is a requirement of the municipality to do so, tenderer shall bind and certify the roll for submission to the municipal manager.

Stage 7: OBJECTION PROCESS IN RESPECT OF 2025/2030 ROLL:

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

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

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

Stage 8: VALUATION APPEAL BOARD HEARINGS IN RESPECT OF 2025/2030 ROLL:

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

Stage 9: SUBMISSION OF ALL DATA OR COPIES THEREOF TO THE MUNICIPALITY AND ISSUING OF FINAL DELIVERY CERTIFICATE

Tenderer will have to ensure that within thirty (30) 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 electronic or hard copy format. A final delivery certificate can only be issued once this provision has been fulfilled.

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

Stage 10: COMPILATION AND SUBMISSION OF SUPPLEMENTARY VALUATION ROLL FOR 2025/2026

Compilation and submission of the supplementary valuation roll for 2025/2026.

Stage 11: OBJECTIONS/APPEALS FOR THE 2025/2026 SUPPLEMENTARY VALUATION ROLL

Complying with the requirements of the Act if objections and appeals are lodged in respect of the 2025/2026 supplementary valuation roll.

**Stage 12: COMPILATION AND SUBMISSION OF SUPPLEMENTARY VALUTION ROLL
FOR 2026/2027**

Compilation and submission of the supplementary valuation roll for 2026/2027.

Stage 13: OBJECTIONS/APPEALS FOR THE 2026/2027 SUPPLEMENTARY VALUATION ROLL

Complying with the requirements of the Act if objections and appeals are lodged in respect of the 2026/2027 supplementary valuation roll.

Stage 14: COMPILATION AND SUBMISSION OF SUPPLEMENTARY VALUATION ROLL FOR 2027/2028

Compilation and submission of the supplementary valuation roll for 2027/2028.

Stage 15: OBJECTIONS/APPEALS FOR THE 2027/2028 SUPPLEMENTARY VALUATION ROLL

Complying with the requirements of the Act if objections and appeals are lodged in respect of the 2027/2028 supplementary valuation roll.

Stage 16: COMPILATION AND SUBMISSION OF SUPPLEMENTARY VALUATION ROLL FOR 2028/2029

Compilation and submission of the supplementary valuation roll for 2028/2029.

Stage 17: OBJECTIONS/APPEALS FOR THE 2028/2029 SUPPLEMENTARY VALUATION ROLL

Complying with the requirements of the Act if objections and appeals are lodged in respect of the 2028/2029 supplementary valuation roll.

Stage 18: COMPILATION AND SUBMISSION OF SUPPLEMENTARY VALUATION ROLL FOR 2029/2030

Compilation and submission of the supplementary valuation roll for 2029/2030.

Stage 19: OBJECTIONS/APPEALS FOR THE 2029/2030 SUPPLEMENTARY VALUATION ROLL

Complying with the requirements of the Act if objections and appeals are lodged in respect of the 2029/2030 supplementary valuation roll.

20. PUBLIC PARTICIPATION AND AWARENESS:

Tenderer may be required to attend meetings in regard to the rates policy as well as being involved in public awareness relating to the valuation process.

The tenderer will advise the municipality when public awareness meetings must be conducted and a schedule of the meetings will be jointly compiled.

21. METHODS OF PAYMENT:

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

SCHEDULE 4

DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan will be as set out under paragraph 17 hereof.

In the event of tenderer not wishing to conform to such standards tenderer shall attach as Schedule 4, a complete proposal in this regard.

Municipality shall not obliged to accept such proposal of tenderer and municipality reserves the right to refer the proposal of tenderer for evaluation by a recognised expert in the field of data backup and recovery

SCHEDULE 5

COMPUTER SYSTEM

Tenderer to attach a detailed inventory of the current computer equipment owned by him as well as future computer needs necessary to comply with this tender. Tenderer may appoint a specialist to assist him to meet the computer and IT requirements to comply with this tender.

Where the tenderer elects to employ a specialist organisation to assist him in regards to the computer requirements a proposal by such specialist must be attached hereto.

Municipality reserves the right to appoint a duly qualified computer expert to check, verify and confirm that the computer equipment, system and other IT resources of the tenderer, will adequately manage and cope with the requirements of this tender for the full duration of the tender.

SCHEDULE 6

HUMAN RESOURCES

Tenderer and/or nominated person/s to complete the following schedule:

Schedule 6 must be accompanied by a human resources organogram of tenderer and nominated person/s.

[illegible]

SCHEDULE 7

PROJECT WORK PLAN / METHODOLOGY OR METHOD STATEMENT

Tenderer to attach Schedule 7 comprehensive work plan reflecting inter alia:

Work definition

Work flow

Timelines

Deadlines

Tenderer to include hereunder a work flow diagram or chart illustrating his understanding of the entire valuation process necessary to compile the valuations referred to in this tender.

SCHEDULE 8

ATTACH PROOF OF INSURANCE COMPLIANCE

SCHEDULE 10

OF REGISTRATION PROOF CERTIFICATES OF NOMINATED PERSONS

Attach certified copy of the nominate persons' registrations with the South African Council for Property Valuers Profession.

SCHEDULE 11

COPIES OF DULY AUTHORISED RESOLUTIONS WHERE THE TENDERER IS NOT A NATURAL PERSON.

SCHEDULE 12

STATEMENT OF ADDITIONAL SERVICES THAT TENDERER WILL PROVIDE

Tenderer should indicate any item and/or additional services that will be included in the tender.

E.g. tenderer may as part of his services include aerial photography at his cost.

However, tenderer may not vary any of the terms and conditions of this tender. If so, such variation will invalidate the tender.

The purpose of this schedule is to draw to the attention of the municipality any services that tenderer will provide at his cost that have not been provided for in the tender document and that will be of benefit to the municipality.

PART C3.4: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, 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. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 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

5.3. except for purposes of performing the contract.

5.4. Any document, other than the contract itself mentioned in GCC clause

5.5. 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.

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

6. Patent rights

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

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:

7.3.1. 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

7.3.2. 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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies 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 supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 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 23 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. 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

13.1.5. 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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the 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 in SCC. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.3. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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 in SCC.

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the 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. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5. 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 without the application of penalties.

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

22. Penalties

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:

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

23.2. 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 intended penalty as not objected against and may impose it on the supplier.

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

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. Anti-dumping and countervailing duties and rights

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

services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 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. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 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 in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1. 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 (or bid rigging).
- 34.2. 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 the Competition Act No. 89 of 1998.
- 34.3. 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.

C3.5

APPENDICES

APPENDIX A Standard Conditions of Tender

Standard Conditions of Tender

(AS PER GOVERNMENT GAZETTE NO. 29138 OF 18 AUGUST 2006)

(As contained in Annexure F of the Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

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- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six (6) months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

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F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

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F.2.13 Submitting a tender offer

- F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of tender offer is sought, offered, or permitted.

Note:

Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue addenda

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

F.3.3 Return late tender offers

F.3.4 Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.5 Opening of tender submissions

F.3.5.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.5.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.5.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.6 Two-envelope system

F.3.6.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.6.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

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F.3.7 Non-disclosure

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

F.3.8 Grounds for rejection and disqualification

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

F.3.9 Test for responsiveness

F.3.9.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.9.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.10 Arithmetical errors

F.3.10.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If the bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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F.3.10.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.11 Clarification of a tender offer

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

F.3.12 Evaluation of tender offers

F.3.12.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the tender data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for referencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points.
Method 3: (Continue)	4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for referencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. 7) Score financial offers, preferences and quality, as relevant, to two decimal places

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F.3.12.2 Scoring financial offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W_1 \times A$$

where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

A = a number calculated using either formulas 1 or 2 below as stated in the tender data.

Formula	Basis for comparison	Option 1	Option 2
1.	Highest price or discount	$\left(1 + \left(\frac{P - P_m}{P_m}\right)\right)$	P/P_m
2.	Lowest price or percentage commission/fee	$\left(1 - \left(\frac{P - P_m}{P_m}\right)\right)$	P_m/P

where:

P_m = the comparative offer of the most favorable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.12.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the tender data and calculate total score for quality.

F.3.13 Insurance provided by the employer

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

F.3.14 Acceptance of tender offer

F.3.14.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the tender data.

F.3.14.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.15 Notice to unsuccessful tenderers

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

F.3.16 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.17 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.18 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.19 Provide copies of the contracts

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

