



## FORM "A"

### FORM OF TENDER AND DECLARATION

**TENDER NO: 14/2022-23**

**TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED VALUERS FOR THE COMPILATION AND MAINTENANCE OF THE VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004) FOR THE FINANCIAL YEARS 1 JULY 2024 TO 30 JUNE 2028**

### DECLARATION:

To: The Municipal Manager  
Mogalakwena Local Municipality

Sir

I/We, the undersigned:

- Tender to render to Mogalakwena Municipality all the services described both in this and the other forms and schedules to this tender.
- Agree(s) that I/we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this tender document, regarding delivery and execution.
- Further agree(s) to be bound by the conditions set out in Forms A, B, C and D, attached hereto, should this tender be accepted.
- Confirm that this tender may only be accepted by Mogalakwena Municipality by way of a duly authorized Letter of Acceptance.
- Declare that I/we am/are fully acquainted with the schedules and the content thereof and that I/ we have signed the schedules, attached hereto.
- Declare that each page of the tender document and amendments thereto will be initialed by the relevant authorized person in order for the document to constitute a proper contract between Mogalakwena Municipality and the undersigned, on acceptance of the tender by Mogalakwena Municipality.

### DETAILS OF TENDERER

1. FULL NAMES	
2. REGISTRATION NO. OR I.D NO	

3. POSTAL ADDRESS	
4. PHYSICAL ADDRESS (which I/we choose as our <i>domicilium citandi et executandi</i> for purposes hereof)	
5. TELEPHONE NO.	

6. FAX NO	
7. E-MAIL ADDRESS	
8. CONTACT PERSON	
9. CELL NO. OF CONTACT PERSON	
10. PHYSICAL ADDRESS OF CONTACT PERSON	

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature of Tenderer: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Domicilium address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**As witnesses:**

1. Signature: \_\_\_\_\_ Name in full  
\_\_\_\_\_

2. Signature: \_\_\_\_\_ Name in full  
\_\_\_\_\_

**PLEASE NOTE:**

- ☐ Each page of the tender document and schedules thereto must be initialed by the relevant authorized person in order for the document to constitute a proper contract between the municipality and the Tenderer.
- ☐ On acceptance of the tender by the municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- ☐ Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.



**TENDER NOTICE AND INVITATION TO TENDER**

**CLOSING DATE & TIME: 08.02.2023 AT 12 PM**

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**APPOINTMENT OF A SERVICE PROVIDER FOR VALUATION ROLL FROM 01 JULY 2024 TO 30 JUNE 2028.**

**TENDER NUMBER: 14/2022-23**

The Municipality of Mogalakwena hereby invites suitably qualified service providers for the VALUATION ROLL FOR A PERIOD OF FOUR (04) YEARS.

Tender documents containing tender conditions will be available from Wednesday 01 February 2023 on the Mogalakwena website.

Tenders and supporting documents must be sealed in an envelope clearly marked: "Tender **NO: 14/2022-2023** (RENDERING OF VALUATION ROLL SERVICES FOR A PERIOD OF FOUR (04) YEARS) and must be deposited in the tender box of

Mogalakwena Municipality not later than 12H00 on 23.02.2023 (when all tenders received will be opened in public in the old Council Chambers, on the ground floor.

The bids will be evaluated according to the Procurement Policy of the Municipality and other applicable legislation. Late, faxed or telephonic tenders will not be accepted.

NB\* Service providers should take note that no bid/service will be awarded to a service provider who is not registered on Web Based Central Supplier Database (CSD).

Technical enquiries related to this tender may be addressed to **Ms P Seleka** on **015 491 9705** or **081 772 1734** [selekap78@gmail.com](mailto:selekap78@gmail.com) /[selekap@mogalakwena.gov.za](mailto:selekap@mogalakwena.gov.za) and all administrative enquiries must be addressed to the Supply Chain Management Unit on 015 491 9662/9647/9671 or [supplychain@mogalakwena.gov.za](mailto:supplychain@mogalakwena.gov.za).

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**NOTICE NUMBER: 14/2023**  
**MM MALULEKE**  
**MUNICIPAL MANAGER**  
**54 RETIEF STREET**  
**MOKOPANE**  
**0600**

## FORM "B"

### 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 08 day of February 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 Mogalakwena 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.

#### INTERPRETATION

- In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention;
- An expression, which denotes:
  - Any gender includes the other gender;
  - A natural person includes a juristic person and vice versa;
  - The singular includes the plural and vice versa.

- Any reference to any statute, regulation or other legislation or official municipal or national policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the signature date and as amended or re-enacted from time to time;
- When any number of days is prescribed, such shall be calculated exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this tender;
- I/We hereby tender,  
  
to supply all the requirements or to render all the services described in the attached forms, schedules and/or annexure to the municipality;  
  
on the terms and conditions and in accordance with the specifications and proposals stipulated in the tender documents (and which shall be taken as part of and incorporated into this tender);  
  
at the prices and on the terms regarding time for delivery and/or execution inserted therein;
- I/We further agree that:  
  
the tender herein shall remain binding upon me/us and open for acceptance by the municipality during the validity period indicated and calculated from the closing date of the tender;  
  
this tender and its acceptance shall be subject to the terms and conditions contained in the forms, schedules and/or annexures attached hereto with which I am/we are fully acquainted.
- Notwithstanding anything to the contrary in the forms, schedules and/or annexures attached hereto:  
  
If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the municipality;  
  
in such event I/we will then pay to the municipality and additional expenses incurred by the municipality for having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender;  
  
the municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract;  
  
pending the ascertainment of the amount of such additional expenditure the municipality may retain such monies, guarantee or deposit as security for any loss the municipality may sustain, as determined hereunder, by reason of my/our default.
- If my/our tender is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.
- The laws of the Republic of South Africa shall govern the contract created by the acceptance of this tender.
- I/We have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the

price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

- I/We accept full responsibility for the proper execution and fulfillment of all obligations and conditions of this tender. Any defaulting with the conditions of this tender rests on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.

Notwithstanding the amount or cause of action involved I/we hereby consent to the jurisdiction of the Magistrate Court for the district of the municipality in respect of any action whatever arising from this tender.

## FORM "C"

### 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 Mogalakwena 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 **Schedule 3** 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 Receiver of Revenue.

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 their experience, human resources, IT resources, data protection and recovery policy, amount of professional indemnification cover. In this regard tender(s) will have to obtain a minimum rating of 60% before the tender is considered by the relevant tender committee of the municipality. Whilst price is a consideration, it will not form part of the initial 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. The covering letter or other matter submitted with the official tender document may explain, amplify or illustrate, but not replace any part of the official tender document or the information furnished therein.

15. 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.

## FORM "D"

### TENDER SPECIFICATIONS

#### TENDER NO:

#### **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 2024 TO 30 JUNE 2028**

IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004)

#### 1. INTRODUCTION

Mogalakwena 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 2024 to 30 June 2028;
- b) compilation of supplementary valuation rolls for the period 1 July 2019 to 30 June 2023;
- 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:

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 by completing Schedule 1(A).

The tenderer must nominate a person to be designated as the substitute municipal valuer by completing Schedule 1(B).

The tenderer must nominate a minimum of one person to be designated as the assistant municipal valuer by completing Schedule 2(A).

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 2024 to 30 June 2028.**

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 30th of September of 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 2024;

**“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 e.g. The Crossing
- ☐ Hotels
- ☐ Conference Centers
- ☐ Quarries
- ☐ Mines
- ☐ Grain Depots
- ☐ Private Hospitals
- ☐ Provincial and/or State buildings such as Schools, Hospitals etc.
- ☐ Prisons, etc
- ☐ Airports and Stations
- ☐ Steel Manufacturer
- ☐ Cement Factory

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.

Example: Erf 14 & 15 Piet Potgietersrust consolidated into erf 300. Under erven 14 + 15 they will be indicated as unregistered with a cross reference to erf 300. Under 300 it will be cross-referenced to indicate consolidation of erf 14 & 15. Portion 22 Maribashoek excised into portion 54 of the farm Maribashoek KS 50. Under portion 22 it will cross-refer as "previously portion 22 Maribashoek"

## **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.

## 7. INSURANCE

Tenderer shall submit proof in terms of Schedule 8 hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R5 000 000.00 and Public Liability Insurance held by tenderer for a minimum value of R5 000 000.00.

## 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 HOLDINGS used for agricultural purposes only	150
AGRICULTURAL HOLDINGS used for purposes other than agriculture	50
FARMS used as farming units only	1 500
FARMS used for other purposes e.g. industrial, etc.	200
MINING PROPERTIES	50
NON RESIDENTIAL PROPERTIES e.g business, industrial, etc.	3 000
RESIDENTIAL	20 000
RDP HOUSING	10 000
SECTIONAL TITLE UNITS	2 000
<b>TOTAL ESTIMATED NO OF ENTRIES</b>	<b>35 000</b>

## 10. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls in respect of the general valuation roll for 1 July 2024 to 30 June 2028 must thereafter be compiled on an annual basis for the following periods:

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

Tenderer will be required to submit a certified supplementary valuation roll by 30 September of 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 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.

## **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.

## **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**

	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>TENDERER TO PROVIDE/OBTAIN</b>
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
	<b>FUNCTION</b>	<b>MUNICIPALITY TO PROVIDE</b>	<b>TENDERER TO PROVIDE/OBTAIN</b>
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 6 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 utilized by the municipality as well as other management systems 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 utilize 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. KEY TASK FUNCTIONS

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

STAGE	DESCRIPTION	DEADLINE DATE
	Documentation	
1	Initial data collection for general valuation roll, deeds download, existing valuation roll download, establishment of master file, comparison between newly created property master and existing municipal records or where no existing valuation roll exists creation of property master file.	Completion within 4 months of date of valuation.
2	Valuation compilation	Completion within 4 months of date of valuation
3	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	Completion within 4 months of date of valuation
4	Submission of draft roll	1 November 2023
5	Corrections and submission of certified roll and reconciliation between property master file and existing records of the municipality	18 January 2024
6	Objection process as per Act	30 April 2024
7	Valuation appeal board hearings in respect of 2024/2028 roll	As and when determined
8	Submission of all data or copies thereof to the municipality & issuing of final delivery certificate	30 April 2024
9	Compilation and submission of draft and final supplementary valuation roll for the year 2019/2020	15 and 30 September 2025
10	Objection and appeals for the 2024/2025 supplementary valuation roll.	Objections: Within 30 days from objection closing date  Appeals as and when determined.
11	Compilation and submission of draft and final supplementary valuation roll for the year 2025/2026	15 and 30 September 2026
12	Objection and appeals for the 2025/2026 supplementary valuation roll.	Objections: Within 30 days from objection closing date  Appeals as and when determined.
13	Compilation and Submission of draft and final supplementary valuation roll for the year 2026/2027	15 and 30 September 2027
14	Objection and appeals for the 2026/2027 supplementary valuation roll.	Objections: Within 30 days from objection closing date  Appeals as and when determined.
15	Compilation and submission of draft and final supplementary valuation roll for the year 2027/2028	15 and 29 September 2028
16	Objection and appeals for the 2027/2028 Supplementary valuation roll.	Objections: Within 30 days from objection closing date  Appeals as and when determined.

## **19. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE**

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.

## **20. 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 2024/2028**

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: (2024/2028 VALUATION ROLL)**

Analysis of all data and compiling of draft valuations.

### **Stage 4: INTERNAL MONITORING OF VALUATIONS (2024/2028 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 2024/2028:**

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 2024/2028:**

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 2024/2028 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 2024/2028 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 2024/2025**

Compilation and submission of the supplementary valuation roll for 2024/2025.

**Stage 11: OBJECTIONS/APPEALS FOR THE 2024/2025 SUPPLEMENTARY VALUATION ROLL**

Complying with the requirements of the Act if objections and appeals are lodged in respect of the 2024/2025 supplementary valuation roll.

**Stage 12: COMPILATION AND SUBMISSION OF SUPPLEMENTARY VALUATION ROLL FOR 2025/2026**

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

**Stage 13: 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 14: COMPILATION AND SUBMISSION OF SUPPLEMENTARY VALUATION ROLL FOR 2026/2027**

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

**Stage 15: 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 16: COMPILATION AND SUBMISSION OF SUPPLEMENTARY VALUATION ROLL FOR 2027/2028**

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

**Stage 17: 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.

**21. 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.

**22. METHODS OF PAYMENT:**

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

STAGE NO	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE MONTHLY IN PAYMENTS
1	Documentation	-	-	-
2	Data collection for general valuation roll	-	-	-
3	Valuation compilation	-	-	-
4	Internal monitoring	-	-	-
5	Submission of draft roll	30%	X	
6	Corrections to draft roll and submission of certified roll	20%	X	
7	Objection process in respect of 2024/2028 roll		X	
8	Valuation appeal board hearings for 2024/2028 roll		X	
9	Submission of data to the municipality and issue by the municipality of final delivery certificate	50%	X	
10	Compilation and submission of supplementary valuation roll for 2024/2025		X	
11	Objections/appeals for the 2024/2025 supplementary valuation roll		X	
12	Compilation and submission of supplementary valuation roll for 2025/2026		X	
13	Objections/appeals for the 2025/2026 supplementary valuation roll		X	
14	Compilation and submission of supplementary valuation roll for 2026/2027		X	
15	Objections/appeals for the 2026/2027 supplementary valuation roll		X	
16	Compilation and submission of supplementary valuation roll for 2027/2028		X	
17	Objections/appeals for the 2027/2028 supplementary valuation roll		X	

## 23. SCHEDULE OF FEES

The schedule of fees, Schedule 3, must be completed by the tenderer and will be read as tenderer's fee proposal in terms of this tender.

## 24. TENDERERS EVALUATION

Tenderers will first be evaluated on the following points scoring criteria and thereafter be subjected to a further evaluation regarding B-BBEE and other procurement requirements of the municipality and price on a 80/20 basis.

For tenders to be considered for the next phase of evaluation, they must achieve a minimum of 60% under this paragraph.

The municipality will refer the tenders after this evaluation process to the relevant tender committee for further adjudication and consideration.

It should be noted that the municipality will not be obliged to appoint the tenderer obtaining the highest points in terms hereof.

DESCRIPTION	% WEIGHT
<b>EXPERIENCE:</b>	
Number of valuation rolls compiled for the Municipality since 2010	(5 -20%) (4 – 15%) (3 – 10%) ( 2 – 5%)
Total number of properties valued since 2010	(35 000 or more 10%) (30 000 – 35 000 – 8%) (25 000 – 30 000 – 6%) (10 000 – 25 000 – 4%)
Number of supplementary rolls compiled since 2010	(200 or more -10%) (100 – 200 – 8%) (1 – 100 – 6%)
<b>HUMAN RESOURCES:</b>	
Number of registered valuers employed in company	(3 or more-30%) ( 2 – 20%, 1 – 10% )
Number of data collectors/assistants assigned to this project	(20 or more 10%) (10 and more – 3%) (1-10 – 2%)
<b>PROFESSIONAL INDEMNITY COVER</b>	
Amount of professional indemnity cover	20%
<b>IT</b>	
Data protection and recovery plan	5%

#### FORMULA FOR CALCULATION OF POINTS:

$$\frac{W}{Y} \times Z = P$$

Where W is units/number/amount submitted by tenderer  
Y is the highest number of units/number/amount submitted by all tenderers  
Z is percentage allocated  
P is point awarded.



## SCHEDULE 1 (A)

### AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPAL VALUER

The tenderer hereby nominates the following person to designated by the municipality in terms of section 33 (1) as the municipal valuer.

<b>FULL NAMES</b>	
<b>ID NUMBER (Attach certified copy of id)</b>	
<b>PROFESSIONAL QUALIFICATIONS (Attach certified copies of qualifications)</b>	
<b>PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)</b>	
<b>CITIZENSHIP</b>	

Have you ever been disqualified as a valuer? If yes, full details and reasons to be supplied

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Have you been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers and/or South African Council for the Property Valuers Profession or other recognised professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

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### WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS

NAME MUNICIPALITY	OF	PERIOD VALUATION ROLL	OF	NO. PROPERTIES ROLL	ON	REFERENCE	CONTACT NUMBER


List properties included in any of the valuation rolls compiled by you of a special nature / requiring specific skills, i.e. airport, mines, quarries, etc.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilizing GIS and/or aerial photography? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO
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#### VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any valuation boards in terms of previous legislation? If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING

#### VALUATION APPEAL BOARD HEARING

Have you appeared in front of a Valuation Appeal Board in terms of the Act? If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	No of appeals	No of appeals upheld by the board	What was the % reduction awarded by the board compared to the valuations compiled by you?

I, the undersigned \_\_\_\_\_ do hereby make oath and say that:

The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.

I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the contents and implication of all such conditions.

I further undertake by my signature hereof (if I am not the tenderer) to bind myself jointly and severally with tenderer to fulfil all obligations and requirements of this tender.

Signed by me at \_\_\_\_\_ this \_\_\_\_ day \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**SIGNATURE: NOMINATED PERSON AS  
MUNICIPAL VALUER  
JUSTICE OF PEACE / COMMISSIONER OF OATHS**

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Justice of Peace/ Commissioner of Oaths**

**TO BE STAMPED BY JUSTICE OF PEACE/  
COMMISSIONER OF OATHS**

## SCHEDULE 1 (B)

### **AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPALVALUER**

In the event of the nominated person as municipal valuer, not being able to carry out his functions and/or duties of this tender due to accident, death, ill health or insolvency, the person nominated as the substitute municipal valuer shall continue with the functions of the municipal valuer and shall assume all responsibilities in terms hereof as if he is the municipal valuer.

<b>FULL NAMES</b>	
<b>ID NUMBER (Attach certified copy of id)</b>	
<b>PROFESSIONAL QUALIFICATIONS (Attach certified copies of qualifications)</b>	
<b>PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)</b>	
<b>CITIZENSHIP</b>	

Have you ever been disqualified as a valuer? If yes, full details and reasons to be supplied

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Have you been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers and/or South African Council for the Property Valuers Profession or other recognised professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

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### **WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS**

NAME MUNICIPALITY	OF PERIOD VALUATION ROLL	OF NO. PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER


List properties included in any of the valuation rolls compiled by you of a special nature / requiring specific skills, i.e. airport, mines, quarries, etc.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilizing GIS and/or aerial photography? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

### VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any valuation boards in terms of previous legislation? If yes:

NAME MUNICIPALITY	OF	NAME CHAIRPERSON	OF	NAME OF SECRETARY	DATE OF HEARING

### VALUATION APPEAL BOARD HEARING

Have you appeared in front of a Valuation Appeal Board in terms of the Act? If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	No of appeals	No of appeals upheld by the board	What was the % reduction awarded by the board compared to the valuations compiled by you?

I, The undersigned \_\_\_\_\_ do hereby make oath and say that:

The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.

I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the contents and implication of all such conditions.

I further undertake by my signature hereof that in the event of the nominated municipal valuer in terms of Schedule 1(A), hereof not being able to carry out his duties as a result of accident, death, ill health or insolvency, I hereby bind myself jointly and severally with tenderer and/or the municipal valuer to fulfil all obligations and requirements of this tender.

I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implications of all such conditions.

Signed by me at \_\_\_\_\_ this \_\_\_\_ day \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**SIGNATURE: NOMINATED PERSON AS  
SUBSTITUTE MUNICIPAL VALUER**

**JUSTICE OF PEACE / COMMISSIONER OF OATHS**

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Justice of Peace/ Commissioner of Oaths**

**TO BE STAMPED BY JUSTICE OF PEACE/  
COMMISSIONER OF OATHS**



## SCHEDULE 2(A)

### **AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

In the case of nomination of assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide succession in the event of one of the nominated assistant municipal valuers not being able to perform his duties as a result of accident, death, ill health or insolvency provided that they accept the appointment jointly and severally.

<b>FULL NAMES</b>	
<b>ID NUMBER (Attach certified copy of id)</b>	
<b>PROFESSIONAL QUALIFICATIONS (Attach certified copies of qualifications)</b>	
<b>PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)</b>	
<b>CITIZENSHIP</b>	

Have you ever been disqualified as a valuer? If yes, full details and reasons to be supplied

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Have you been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers and/or South African Council for the Property Valuers Profession or other recognised professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

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### **WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS**

NAME MUNICIPALITY	OF PERIOD VALUATION ROLL	OF NO. PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER

List properties included in any of the valuation rolls compiled by you of a special nature / requiring specific skills, i.e. airport, mines, quarries, etc.

DESCRIPTION OF PROPERTY	TYPE OF PROPERTY	METHOD OF VALUATION	MUNICIPALITY

Have you compiled any valuation rolls utilizing GIS and/or aerial photography? If yes, provide full details:

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details

NAME OF MUNICIPALITY	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

#### VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any valuation boards in terms of previous legislation? If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING

#### VALUATION APPEAL BOARD HEARING

Have you appeared in front of a Valuation Appeal Board in terms of the Act? If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	No of appeals	No of appeals upheld by the board	What was the % reduction awarded by the board compared to the valuations compiled by you?

I, the undersigned \_\_\_\_\_ do hereby make oath and say that:

The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.

I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the contents and implication of all such conditions.

I further undertake by my signature hereof (if I am not the tenderer) to bind myself jointly and severally with tenderer to fulfil all obligations and requirements of this tender.

Signed by me at \_\_\_\_\_ this \_\_\_\_ day \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**SIGNATURE: NOMINATED PERSON AS  
ASSISTANT MUNICIPAL VALUER**

**JUSTICE OF PEACE / COMMISSIONER OF OATHS**

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Justice of Peace/ Commissioner of Oaths**

**TO BE STAMPED BY JUSTICE OF PEACE/  
COMMISSIONER OF OATHS**

**SCHEDULE 2(B)****AFFIDAVIT, NOMINATION AND DECLARATION OF ASSISTANT MUNICIPAL VALUER**

In the case of nomination of assistant municipal valuer a minimum of two persons must be nominated. This is necessary to provide succession in the event of one of the nominated assistant municipal valuers not being able to perform his duties as a result of accident, death, ill health or insolvency provided that they accept the appointment jointly and severally.

<b>FULL NAMES</b>	
<b>ID NUMBER (Attach certified copy of id)</b>	
<b>PROFESSIONAL QUALIFICATIONS (Attach certified copies of qualifications)</b>	
<b>PROFESSIONAL REGISTRATION NO (Attach certified copy of certificate)</b>	
<b>CITIZENSHIP</b>	

Have you ever been disqualified as a valuer? If yes, full details and reasons to be supplied

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Have you been summoned to appear at any disciplinary hearing of either the South African Institute of Valuers and/or South African Council for the Property Valuers Profession or other recognised professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

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**WORK EXPERIENCE IN COMPILING MASS MUNICIPAL VALUATIONS**

NAME MUNICIPALITY	OF PERIOD VALUATION ROLL	OF NO. PROPERTIES ON ROLL	REFERENCE	CONTACT NUMBER

List properties included in any of the valuation rolls compiled by you of a special nature / requiring specific skills,  
i.e. airport, mines, quarries, etc.

DESCRIPTION PROPERTY	OF	TYPE OF PROPERTY	METHOD VALUATION	OF	MUNICIPALITY

Have you compiled any valuation rolls utilizing GIS and/or aerial photography? If yes, provide full details:

NAME MUNICIPALITY	OF	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details

NAME MUNICIPALITY	OF	DATE OF VALUATION ROLL	CONTACT PERSON	PHONE NO

### VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any valuation boards in terms of previous legislation? If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING

### VALUATION APPEAL BOARD HEARING

Have you appeared in front of a Valuation Appeal Board in terms of the Act? If yes:

NAME OF MUNICIPALITY	NAME OF CHAIRPERSON	NAME OF SECRETARY	DATE OF HEARING	No of appeals	No of appeals upheld by the board	What was the % reduction awarded by the board compared to the valuations compiled by you?

I, the undersigned \_\_\_\_\_ do hereby make oath and say that:

The questionnaire has been completed by me in full. I have not withheld any information in regards the completion of this questionnaire and that all information supplied by me is true and correct.

I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the contents and implication of all such conditions.

I further undertake by my signature hereof (if I am not the tenderer) to bind myself jointly and severally with tenderer to fulfil all obligations and requirements of this tender.

Signed by me at \_\_\_\_\_ this \_\_\_\_ day \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**SIGNATURE: NOMINATED PERSON AS  
ASSISTANT MUNICIPAL VALUER**



**JUSTICE OF PEACE / COMMISSIONER OF OATHS**

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Justice of Peace/ Commissioner of Oaths**

**TO BE STAMPED BY JUSTICE OF PEACE/  
COMMISSIONER OF OATHS**

### SCHEDULE 3

#### DETERMINATION OF FEES

The following schedule of fees will be the basis of the tender.

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.

ITEM	DESCRIPTION	HOW TO TENDER	AMOUNT INCLUDING VAT	COMMENT
1.	General Valuation roll for 2018/2022	Fixed tender amount	R	
2.	Compilation of supplementary valuation rolls	Rate per entry	R	
2.1	Agricultural small holdings		R	
2.2	Agricultural holdings used for purposes other than agriculture e.g. industrial, transport, offices, etc.		R	
2.3	Farms used for farming purposes		R	
2.4	Farms used for purposes other than farming		R	
2.5	Mining properties		R	
2.6	Non residential i.e. business, industrial, etc.		R	
2.7	Residential		R	
2.8	RDP housing		R	
2.9	Sectional title units		R	
2.10	Township owner interest accounts including unregistered erven comprising the townships		R	
3.1	Section 51 compliance		Nil	Part of compilation fee
3.2	Section 53 (3)		Nil	Part of compilation fee
4.1	Objections	Rate per objection	R	If more than 10% objections in relation to the total number of entries in a roll are received, no payment will be made in respect of the amount tendered for the percentage above 10%.
5.1	Appeals Board Hearings: Preparation and consultations with professionals appointed by the municipality for specific appeals	Per hour	R	
5.2	Attendance at Appeal Board Hearing	Per day	R	
6.	Data collection		Nil	Part of compilation fee
7.	Public awareness		Nil	Part of compilation fee
8.	Valuation other than for rating purposes	State the basis of fees	R	

## **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 back up 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**

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

Work definition  
Work flow  
Timelines  
Deadlines

Note the above schedule will together with the Key Task Function under paragraph 3 hereof become the basis upon which the municipality will monitor the tenderer(s) progress and municipality shall be entitled to take action against tenderer if the above time limits and project plan are not adhered to. Municipality reserves the right to review the time frames indicated by the tenderer and enforce such time frames or deadlines as provided under paragraph 7 hereof.

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****PROOF OF INSURANCE COMPLIANCE**

Attach as Schedule 8 proof in terms of paragraph 8.

**SCHEDULE 9****TAX CLEARANCE CERTIFICATE**

Tenderer must attach an original valid Tax Clearance Certificate.



## **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 under Schedule 13 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.

**THE FOLLOWING MBD FORMS MUST ALL BE FULLY COMPLETED AND SIGNED:**

**MBD 1 INVITATION TO BID**

**MBD 3.1 PRICING SCHEDULE – FIRM PRICES**

**MBD 4 DECLARATION OF INTEREST**

**MBD 6.1 PREFERENCE POINTS CLAIM**

**MBD 6.2 DECLARATION OF LOCAL PRODUCTION AND CONTENT**

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

**MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**PLEASE REMEMBER:**

- THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, MUST BE SUBMITTED WITH THE BID DOCUMENT
- COPIES OF MUNICIPAL ACCOUNTS NOT OLDER THAN THREE (03) MONTHS MUST BE SUBMITTED WITH THE BID DOCUMENT
- BBBEE CERTIFICATE/ ORIGINAL CERTIFIED AFFIDAVIT
- ID COPIES OF ALL DIRECTORS
- CSD REPORT
- PROOF OF COMPANT REGISTRATION ( CK)

**MBD FORMS**

MBD 1

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: ..... CLOSING DATE: .....  
CLOSING TIME: .....

DESCRIPTION.....  
.....

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

BID DOCUMENTS MAY BE POSTED TO:

.....  
.....

**OR**

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

.....  
.....

.....  
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

*THE FOLLOWING PARTICULARS MUST BE FURNISHED*

***(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)***

NAME OF BIDDER

.....  
.....

POSTAL ADDRESS

.....  
.....

STREET ADDRESS

.....  
.....

TELEPHONE NUMBER

CODE.....NUMBER.....  
.....

CELLPHONE NUMBER

.....  
.....

FACSIMILE NUMBER

CODE

.....  
NUMBER.....

E-MAIL ADDRESS

.....  
.....

VAT REGISTRATION NUMBER

.....  
.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN  
ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN  
SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE  
CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL  
ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE  
SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-  
BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED

YES/NO  
(IF

YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

.....  
.....

DATE

.....  
.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....  
.....

TOTAL BID PRICE..... TOTAL NUMBER  
OF ITEMS OFFERED .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED  
TO:**

**Municipality / Municipal Entity:**

.....

**Department:**

.....

**Contact Person:**

.....

**Tel:**

.....  
.....

**Fax:**

.....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED  
TO:**

**Contact Person:**

.....



**Tel:**

.....  
.....

**Fax:**

.....

## **MBD 2**

### **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

**1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.**

**2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.**

**3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.**

**4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.**

**5 Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).**

**6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).**

## MBD 4

### DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:  
.....

3.3 Position occupied in the Company (director, trustee,  
shareholder<sup>2</sup>):.....

3.4 Company Registration Number:  
.....

3.5 Tax Reference  
Number:.....

3.6 VAT Registration Number:  
.....

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

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

3.8.1 If yes, furnish particulars.

.....  
.....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**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:

- 1 Are you by law required to prepare annual financial statements for auditing? .....
- 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. ....
- .....
- \* Delete if not applicable
- \*YES /**
- NO**
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ....
- \*YES /**
- NO**
- 2.2 If yes, provide particulars. ....
- .....
- .....
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of

any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

.....

**\*YES / NO**



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, furnish particulars

.....  
.....

### **CERTIFICATION**

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

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

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

.....  
Signature ..... Date

.....  
Position ..... Name of Bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

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

#### 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

#### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

#### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

#### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

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

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

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

**3. Does any portion of the goods or services offered have any imported content?**

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

<b>LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY</b>
--



**(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing 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 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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. ....

— — —

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....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.

<b>ITEM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>BRAND</b>	<b>DELIVERY PERIOD</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

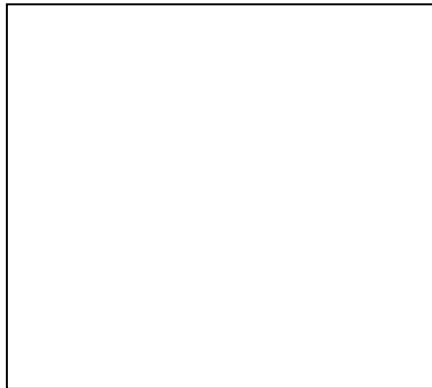
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



WITNESSES

1. ....

2. ....

DATE .....

## CONTRACT FORM - RENDERING OF SERVICES

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

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

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

.....

2 .....



**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

4. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

.....

2 .....

## CONTRACT FORM - SALE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
  
14. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (vii) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
  
15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
  
16. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
17. I undertake to make payment for the goods/works as specified in the bidding documents.

18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
19. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	.....	<div>WITNESSES</div> <div>1</div> <div>.....</div> <div>.....</div> <div>-</div>
--------------	-------	--

**CONTRACT FORM - SALE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE SELLER)**

7. I..... in my capacity  
as.....  
accept your bid under reference number .....dated.....for  
the purchase of goods/works indicated hereunder and/or further specified in the  
annexure(s).
8. I undertake to make the goods/works available in accordance with the terms and  
conditions of the contract.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

3. ....

4. ....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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

## MBD 9

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 consortium<sup>3</sup> 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.

<sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **GENERAL CONDITIONS OF CONTRACT (National Treasury)**

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

#### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

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

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

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

1.7 “Day” means calendar day.

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

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

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

1.11 “Dumping” occurs when a private enterprise abroad markets 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” mean the General Conditions of Contract.

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

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

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

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

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

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

- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## GOVERNMENT PROCUREMENT: General Conditions of Contract

### 2. **Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### 3. **General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.1 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

### 4. **Standards**

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

### 5. **Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.



5.4 The supplier 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.

#### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

#### **6. Patent Rights**

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

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

#### **7. Performance security**

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

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

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

a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form

b) A cashier's or certified cheque.

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

#### **8. Inspections, tests and analyses**

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

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

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

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

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

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

GOVERNMENT PROCUREMENT: General Conditions of Contract

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

#### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

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

#### **16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

#### **17. Prices**

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

#### **18. Variation orders**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

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

#### **21. Delays in the supplier's performance**

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser on 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, without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

## **22. Penalties**

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

## **GOVERNMENT PROCUREMENT: General Conditions of Contract**

### **23. Termination for default**

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

- a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b) If the supplier fails to perform any other obligation(s) under the contract; or
- c) If the supplier, in the 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 supplier as having no objection and proceed with the restriction?

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

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

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

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

#### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clause 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

**27. Settlement of Disputes**

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

GOVERNMENT PROCUREMENT: General Conditions of Contract

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

a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

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

a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

b) -the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

GOVERNMENT PROCUREMENT: General Conditions of Contract

**30. Applicable law**

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

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to 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 contracts shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

**GOVERNMENT PROCUREMENT: General Conditions of Contract**

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**GOVERNMENT PROCUREMENT: General Conditions of Contract**

**35. Prohibition of restrictive practices**

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

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

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminated 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.