

GREATER TZANEEN MUNICIPALITY



SUPPLY CHAIN MANAGEMENT UNIT

BID DESCRIPTION: COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 01 JULY 2022 TO 30 JUNE 2027

BID NO: SCMU 13/2021

NAME OF THE BIDDER:

BID AMOUNT: R VAT Incl.

AMOUNT IN WORDS:

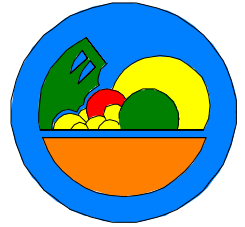
.....Rand

CLOSING DATE: 15 SEPTEMBER 2021 @ 12H00

TABLE OF CONTENTS		PAGE NO
PART A	BID NOTICE	3
PART B1	FORM OF BID	5
PART B2	BIDDING INFORMATION	7
PART C	GENERAL UNDERTAKING BY THE BIDDER	8
PART D	GENERAL CONDITIONS OF CONTRACT	12
PART E	GENERAL PROCEDURES	26
PART F	BID SPECIFICATION	33
PART G	INFORMATION FOR BID EVALUATION	36
PART H	MBD 2: TAX INFORMATION REQUIREMENTS	39
PART I	MBD 4: DECLARATION OF INTEREST	40
PART J	MBD 6.1: PREFERENCE CLAIM FORM	42
PART K	MBD 6.2: DECLARATION FOR LOCAL CONTENT	48
PART L	MBD 7.2: CONTRACT FORM-RENDERING OF SERVICE	52
PART M	MBD 8: SCM PRACTICES	54
PART N	MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	56
PART O	CHECKLIST OF RETUNABLE DOCUMENTS	59



PART A: MBD1
GREATER TZANEEN MUNICIPALITY
GROTER TZANEEN MUNISIPALITEIT
MASIPALA WA TZANEEN
MASEPALA WA TZANEEN



SUPPLY CHAIN MANAGEMENT UNIT
DEPARTMENT: FINANCIAL SERVICES

BID DESCRIPTION: COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR TE FINANCIAL YEARS 01 JULY 2022 TO 30 JUNE 2027

BID NO: SCMU 13/2021

Bids are hereby invited from interested service provider for compilation and maintenance of the general valuation roll and supplementary valuation rolls as well as the supply of other valuation related services in compliance with the local government. No bid document will be sold at the municipality. Bid documents are obtainable on Greater Tzaneen Municipality website only: www.greatertzaneen.gov.za.

Interested bidders must attach proof of the following documents to avoid disqualification:

Original or certified copy of valid BBBEE Certificate or Sworn Affidavit of BBBEE status level; Copy of company registration certificate/ documents from CIPC; Certified ID copies of all director; Copy/ printed Tax compliance status Pin or certificate; Copy of current municipal account (not older than 3 months) or copy of Lease Agreement and proof of payment for lease not older than 3 months ; Certified copies of Permission to Occupy (PTO's) land for bidders residing in Tribal Authority's areas of jurisdiction; CSD registration summary report (ideally not older than 3 months); Joint Venture Agreement (In case of a Joint Venture); initial every page of the bid document; all MBD forms be completed in full. Proof of professional registration with Property Valuation Profession ACT No. 47; signed joint venture agreements in case of a joint venture companies, initial every page of the bid document.

Bidders must sanitise/ wear gloves when preparing their bid document. Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: **SCMU 13/2021, postal address and contact details of the bidder.** No briefing session and public bid opening due to Covid 19 Regulations

EVALUATION OF BIDS

N.B: Functionality criteria

Company experience for completed projects of similar work done for than 15000 properties -50 points; Key personnel (registered with professional body of valuers: Council for Property Valuers of SA) – 30 points; Methodology and Time Frame -20 points and 80/20 Preference point scoring system will apply, where 80 points will be allocated for price only and 20 points for Broad Based Black Economic Empowerment (B-BBEE) level of contributor.

Bidders shall take note of the following bid conditions:

- a) Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid;
- b) Broad Based Black Economic Empowerment (B-BBEE) Act will apply on this bid;
- c) Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid;
- d) Council reserves the right to negotiate further conditions with the successful bidder;
- e) Council reserves the right not to appoint;
- f) No bidder will be appointed if not registered on Central Supplier Database;
- g) Contract period of this bid is 5 years (1 July 2022 – 30 June 2027).
- h) Council have the right to appoint more than one bidder;
- i) Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

Technical enquiries should be directed to Ms. P. Viljoen @ 015 307 8110/0823469881 and Handswell Phakula @ 0828834345

Administrative enquiries must be directed to Ms. M. Mpyana @ 015 307 8091

Mr. H.A.Nkuna
Acting Municipal Manager
Greater Tzaneen Municipality

PART B.1
Form of bid

Bid for contract number: SCMU 13/2021

I/We, the undersigned:

Bid for an amount % (vat inclusive) and;

- a) Bid to supply and deliver to the Greater Tzaneen Municipality all or any of the supplies of goods described in both Specification and Scheduled of this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Greater Tzaneen Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “F” and completed the Preference Points claim Forms attached in Part I, J, K, L and M; N; O”
- f) Declare that, the relevant authorised person thereto will initial each page of the bid document and amendment.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of20.....

Signature

Name of Firm: _____

Address: _____

As Witness:

1. Name _____ Date ___/___/_____ **Signature:** _____

2. Name _____ Date ___/___/_____ **Signature:** _____

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing

does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract on behalf of:

By virtue of _____

Dated _____ a certified copy of which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

As witness:

1. Name: _____ Date ___/___/___ Signature: _____

2. Name: _____ Date ___/___/___ Signature: _____

Please Note: The prices at which bids are prepared to supply the goods and materials or perform the services must be placed in the column on the form provided for that purpose.

Failure to sign the form of bid and initialling each page of the bid document will result in disqualification of the bidder.

Bidders must sign this Form of Bid as well as PART "F," attached to this bid document and on acceptance of a bid by the Greater Tzaneen Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, 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 herein will render the bid liable to rejection.

Bank account details of Bidder:

Bank: _____

Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

Proof that municipal account is paid in full to be attached (arrangements made with council will be taken into consideration).

Part B. 2
Bidding Information

Details of person responsible for bidding process

Name: _____

Contact number: _____

Address of office submitting bid: _____

Telephone: _____

Fax no: _____

E-mail address: _____

Authority for signatory

Signatories for close corporation and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of director(s) passed on ____/____/20_____

Mr/ Mrs. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ **No** _____

And any contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his capacity as: _____ **Date:** ____/____/____

Signature of signatory

As witness:

1. **Name** _____ **Date** ____/____/____ **Signature:** _____

2. **Name** _____ **Date** ____/____/____ **Signature:** _____

Part C

General undertakings by the bidder

1.1 Definitions

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Greater Tzaneen Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Accounting Officer or Municipal Manager of the Municipality.
- 1.1.4 **“Committee”** refers to the Bid Adjudication Committee.
- 1.1.5 **“Council”** refers to Greater Tzaneen Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 **“Member”** means a member of the Bid Adjudication Committee.
- 1.1.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen-
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or
 - (ii) Who is a female; and/ or
 - (iii) Who has a disability?
- 1.1.10 **Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.11 **SMMEs”** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
- 1.1.12 **Contract”** refers to legally binding agreement between Greater Tzaneen Municipality and the service provider.
- 1.1.13 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.

- 1.1.14 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
- 1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.
- 1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.
- 1.1.18 **“Functionality”** means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

1.2 INTERPRETATION:

- 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
- 1.2.2 An expression which denotes: -
- 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;
- 1.2.4 When any number of day is prescribed, such shall be reckoned 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;
- 1.2.5 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 agreement.

1.3 I/we hereby Bid:

- 1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Greater Tzaneen Municipality.
- 1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.1 I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Greater Tzaneen Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or

Annexure(s) attached hereto with which I am /we are fully acquitted. notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

- 2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Greater Tzaneen Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality;
- 2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;
- 2.1.3 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 bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
- 2.1.4 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.
- 2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Greater Tzaneen Municipality legal costs on an attorney and own client;
- 2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us. The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.
- 2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid 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
- 2.1.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract. I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the

attached documents.

If your answer here is yes, please state the names(s) of the other Bid(s)
involved.....

PART D: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

REPUBLIC OF SOUTH AFRICA

Government Procurement: Greater Tzaneen Municipality

General Conditions of Contract July 2010

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
 - (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
 - Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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 analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
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. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

2. APPLICATION

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

3. GENERAL

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

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

5.2.1 Except for purposes of performing the contract.

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

5.3.1 Shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

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

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

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

(b) A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations

8. INSPECTIONS, TESTS AND ANALYSES

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

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to

withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and 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 from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

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

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES

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

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause
- 21.2 Without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (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 intended penalty as not objected against and may impose it on the supplier?
- 23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such

provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. FORCE MAJEURE

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

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

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

- (b) The purchaser shall pay the supplier any monies due the supplier.

28. LIMITATION OF LIABILITY

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

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

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

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

32. TAXES AND DUTIES

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

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

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

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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

34 PROHIBITION OF RESTRICTIVE PRACTICES

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

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

PART E

GENERAL PROCEDURES

1. General Directives

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2. Process for competitive bidding

Following are procedures for a competitive bidding process for each of the following stages:

2.1 Compilation of bidding documentation

- (a) Take into account –
- The general conditions of contract;
 - Any Treasury guidelines on bid documentation; and
 - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
- (b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.
- (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4

- (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):
- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –
 - * For the past three years; or
 - * Since their establishment if establishment during the past three years
 - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
 - Particulars of any contracts awarded to the bidder 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
 - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
- (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

2.2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation.

The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid.

No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing

date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

2.4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and
- (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be sealed.
- (v) The following information must appear in any advertisement:
 - * Bid number,
 - * Description of the requirements
 - * Closing date and time;
 - * The name and telephone numbers of the contact person for any enquiries.

2.5 Inspection on loco

A fully explanatory site inspection will be conducted.

2.6 Handling of bids submitted in response to public invitation

(a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened

to the bidder accompanied by and explanation.

(b) **Opening of bids**

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

2.7 Validity of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

2.8 Consideration of bids

The Council takes all bids duly admitted into consideration.

- The Council reserves the right to accept the lowest or any bid received
- The decision by the Municipality regarding the awarding of a contract must be final and binding

2.9 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

i) **Compliance with bid conditions**

- ❖ Bid submitted on time
- ❖ Bid forms signed and each page initialled
- ❖ All essential information provided
- ❖ Certified ID copies
- ❖ Proof of work experience (attach CV)
- ❖ Original or certified copy of B-BBEE Certificate
- ❖ Submission of an original Tax Clearance Certificate, MBD 2
- ❖ Submission of Company Registration Certificate
- ❖ Submission of a Joint Venture Agreement, properly signed by all parties
- ❖ Payment of Municipal Fees

(ii) Meeting technical specifications and comply with bid conditions;

(iii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment

objectives, points scored for price and / or points scored for functionality if applicable.

2.10 Evaluation of bids on functionality and price

- (i) Greater Tzaneen Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, in respect of bids with an estimated Rand value above R1, 000,000.00, not exceed 90 points.
- (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
- (iv) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (v) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with the provisions of regulations c and d.
- (vi) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment Objectives must be calculated separately and must be added to the points scored for functionality and price.
- (vii) Only bid with the highest number of points be selected.

2.11 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form. Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes. A register or records should be kept of all bids accepted

2.12 Publication of bid information

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website

2.13 Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 million, the bid invitation must be cancelled.

- (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 million, the bid must be cancelled.
- (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
- (a) A bid may be cancelled before award if:
 - ❖ Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
 - ❖ Funds are no longer available to cover the total envisaged expenditure, or
 - ❖ No acceptable bids were received

PART F



GREATER TZANEEN MUNICIPALITY
GROTER TZANEEN MUNISIPALITEIT
MASIPALA WA TZANEEN
MASEPALA TZANEEN



SPECIFICATIONS

GREATER TZANEEN MUNICIPALITY	
TENDER SPECIFICATIONS	
Tender Number:	XXX 2021
Tender Description:	THE COMPILATION OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2022 TO 30 JUNE 2027.
1. BACKGROUND	
<u>The Greater Tzaneen Municipality invites bids from experienced and suitably qualified valuers for</u> <u>THE COMPILATION AND MAINTENANCE OF A GENERAL VALUATION ROLL AND</u> <u>SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2022 TO 30 JUNE 2027.</u>	
2. CURRENT STATE	
<u>The date of valuation as determined by the municipality in terms of the Local Government:</u> <u>Municipal Property Rates Act , 2004 (No.6 of 2004)</u>	
3. SCOPE OF WORK	

3.1. The GREATER TZANEEN MUNICIPALITY invites bids from experienced and suitably qualified Valuers for THE

COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND

SUPPLEMENTARY VALUATION ROLLS FOR THE FINANCIAL YEARS 1 JULY 2022 TO 30

JUNE 2027 IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY

RATES ACT, 2004 (ACT NO. 6 OF 2004), for all areas within its area of jurisdiction including all sectional title schemes.

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

3.3. Tenderer(s) will be required to compile a Valuation Roll and Supplementary Valuation Rolls for the period 1 July 2022 to 30 June 2027.

3.4. The service provider will be appointed from 01 July 2021 for the execution of the Tender for the period 1 July 2022 until 30 June 2027.

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

- (1) Provide will review the Rates Policy in terms of valuation related matter.
- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attending to Valuation Enquiries on behalf of the Municipality.
- (4) The Tenderer will be expected to operate and manage a support office in the Greater Tzaneen Municipal Area for the duration of the tender period.

3.6. Bidder's nominated person/s will be required to undertake the following functions and/or services:

- (1) Valuation of different categories of properties in terms of Section 8(2).

- (2) Valuation of multiple purpose properties in terms of Section 9 and the review thereof, if so required by the municipality.
- (3) Supply a list of exempted properties per category in terms of Section 15.
- (4) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (5) Compliance with the provisions of Section 30.
- (6) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (7) Comply fully with Section 34 - Functions of Municipal Valuer.
- (8) Section 36 - Data Collectors. Assume responsibility for their performance.
- (9) Comply with Section 37 - Delegation where applicable and if necessary.
- (10) Comply with Section 39 - Qualifications of Municipal Valuers.
- (11) Comply with Section 40 - Prescribed Declarations.
- (12) Comply with Section 41 - Inspection of property within defined days and times.
- (13) Comply with Section 42 - Access to Information.
- (14) Comply with Section 43 - Conduct of Valuers.
- (15) Comply with Section 44 - Protection of information.
- (16) Comply with Section 45 - Valuation methodology, notwithstanding the prescriptions of section 45 (2)(a), physical inspection of properties is compulsory.
- (17) Comply with Section 46 - General basis of valuation.
- (18) Comply with Section 47 – Sectional Title Schemes.
- (19) Comply with Section 48 - Content of valuation roll including any additional information that the municipality may require in terms of this Bid.
- (20) Comply with Section 49 – Submission of certified valuation roll –.
- (21) Comply with Section 51 - Processing of objections, if so required by municipality.

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

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

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

(25) Comply with Section 78 - Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by municipality.

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

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

4. APPLICABLE LEGISLATION & POLICIES

4.1. Municipal Finance Management Act, 56 of 2003

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

4.3. Preferential Procurement Policy Framework Act

4.4. Promotion of Access to Information Act, Act 2 of 2000

4.5. Local Government: Municipal Property Rates Regulations

4.6. Supply Chain Management (SCM) Regulations

4.7. Preferential Procurement Regulations, 2011

4.8. Greater Tzaneen Municipality Supply Chain Management Policy Incorporating Preferential Procurement

5. APPLICABLE STANDARDS AND SPECIFICATIONS

No Additional Standards

6. DEFINITIONS

6.1. Date of Valuation:	shall mean the Date of Valuation as determined by municipality in terms of the Act- 1 JULY 2022
6.2. Date of Draft Submission:	shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs;
6.3. Date of Final Submission:	shall mean the date upon which the certified roll/s are handed to the municipality by the nominated person(s);

<p>6.4.Specialised Properties:</p>	<p>Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties:</p> <ul style="list-style-type: none"> a) Quarries b) Provincial and/or State buildings such as Courts, Prisons etc. c) Hotels d) Conference Centres e) Private Hospitals f) Factories g) Residential Golf and Polo Estates in Rural areas <p>Bidder shall be required to assist the Municipality to compile a register of Specialised Properties that will enable municipality to easily refer at any time to such properties. The register will reflect the property description and method of valuation applied. Where generally recognised methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties;</p>
<p>6.5.Data and Information:</p>	<p>includes valuations, calculations, spread sheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;</p>
<p>6.6.Data Ownership:</p>	<p>all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the municipality;</p>
<p>6.7.Data Transfer:</p>	<p>all data utilised and/or collected by the Tenderer including that of the data capturers, will be transferred by the Tenderer to the municipality on a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised electronic format which reconciles with any hardcopy information supplied.</p>

<p>6.8. Property Master File</p>	<p>shall be defined as a property master file containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation. Tenderer will be required to record changes and maintain the property master file on an on-going basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.</p> <p>Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the master file. Tenderer shall thereafter administer the township owner's interest account on an on-going basis as and when entries comprising that township are registered. Unregistered subdivisions will be handled in the same manner as township owner interest accounts.</p> <p>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.</p> <p>Where such information appears in the current valuation roll, it will be transferred to the new valuation roll. It will not be necessary to obtain historic information relating to unregistered entries, other than those appearing on the current valuation roll. All new unregistered entries are to be recorded on either the master file and/or the valuation rolls. All consolidations, excisions, notarial ties, township proclamations etc. which result in unregistered records being created will be recorded from date of commencement of this Bid and shall continue for the full duration hereof.</p>
---	--

7. INVALID TENDERS

- 7.1 Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a tenderer whose is considered by the Bid Evaluation committee to be invalid and eliminated from further evaluation for any of the following reasons:
- 7.1.1 The nominated valuer and assistant Valuers are not registered as Professional Valuers or Professional Associated Valuers in terms of the Property Valuers Profession Act, 47 (Act No. 47 of 2000).
 - 7.1.2 The nominated Valuers must all have a valid certificate from the South African Council for the Property Valuers Profession. A certified copy of the original certificate must be submitted with the tender document.
 - 7.1.3 **The tenderer does not fully complete all the attached required schedules.** This include required signatures and certification by Commissioner of Oath.
 - 7.1.4 The tender is not submitted on the official Pricing Schedule;
 - 7.1.5 The tender document is not completed in non-erasable handwritten, or printed, ink, or toner;
 - 7.1.6 The Tenderer does not have Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R5 million. Proof of which must be submitted with the tender document.
 - 7.1.7 The Tenderer does not have Public Liability Insurance for a minimum value of R5 million. Proof of which must be submitted with the tender document.

8. NON-RESPONSIVE TENDERS

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

8.1.1. The tenderer has been listed on the National Treasury's Register for Tender

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

8.1.2. The tenderer is prohibited from doing business with the Greater Tzaneen Municipality.

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

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

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

8.1.6. The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited tendering for any resulting contracts.

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

8.2.1. Comply with the general conditions applicable to tenders as set out in the Greater Tzaneen Municipality's SCM Policy;

8.2.2. Comply with one or more of the provisions contained in the Conditions of Tender.

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

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

9. GENERAL SPECIFICATIONS

The valuation process generates a substantial percentage of municipality's income and therefore the municipality could suffer significant detriment, if the valuation services provided are not accurate.

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

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

9.4. Tenderer(s) must ensure that no conflict of interest occurs during the valuation process and if any potential conflict arises, the Tenderer must advise municipality accordingly. To adhere to this requirement, the successful Tenderer must comply with Section 43 (5) of the Act.

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

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

9.7. Any further data or information required to fulfil the requirements of the Act and the specific requirements of the municipality shall be for the sole account and responsibility of the Tenderer.

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

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

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

10. VALUATION SUMMARY

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

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

Description	Estimated no of Entries
10.2.1. Commercial	1383
10.2.2. Agricultural	2600
10.2.3. Industrial	1202
10.2.4. Municipal	21
10.2.5. Public Benefit Organisations	12
10.2.6. Public Open Place	124
10.2.7. Private Open Space	142
10.2.8. Place of Worship	75
10.2.9. Public Service Infrastructure	200
10.2.10. Residential	13283
10.2.11. State	102
10.2.12. Vacant	1510
10.2.13. Nature Reserve	1
TOTAL ESTIMATED NUMBER OF ENTRIES	XXXX

10.3. Tenderer(s) shall base their tender on the estimated number of entries above.

11. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY

Upon appointment, the municipality will provide tenderer with the following data:

1. Current Valuation Roll;
2. Copies of all Supplementary Valuation Rolls;
3. Other available data such as valuation records etc.

11.2. Additional Information:

The Municipality will specify which of the following data relating to compilation of the general valuation roll and supplementary rolls it will make available to Tenderer and what data it requires Tenderer to obtain at their cost.

No	Function	Municipality To Provide (If Available)	Tenderer To Provide/Obtain (Compulsory)
1.	Aerial photographs/satellite imagery	Yes	Tenderer may make use of aerial photography as an additional tool however it is compulsory that the tenderer physically inspects each property and provide a dated photograph (street view) of each property inspected.
2.	Building plans Note: Plans must be inspected and scanned on-site to minimize the risk of lost building plans	Yes	
3.	Bulk deeds download at submission of draft valuation roll date (30 January 2022)		Yes
4.	Cadastral		Yes
5.	Copies of offers received to purchase and/or lease Municipal properties	Yes	
6.	Copies of sales/rental agreements relating to properties sold by municipality whether registered or not	Yes	
7.	Copies of consent use applications received, approved or declined	Yes	
8.	Copies of township applications, rezoning,	Yes	

	consolidations, notarial ties submitted to municipality		
9.	Copies of approvals and/or rejections by municipality of the above	Yes	
10.	Copies of policy decisions relating to immovable property within municipality	Yes	
11.	Monthly Deeds downloads	Yes	
12.	Development Plan	Yes	
13.	Geographic information system	Yes	
14.	Monuments and Heritage buildings declared from time to time.	Yes	
15.	Occupation Certificates where available	Yes	
16.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	Yes	
17.	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	Yes	
19.	Town planning scheme	Yes	
20.	As- is site plans (field sheets) compiled by Valuer during inspection (soft- and hard copy)		Yes

21.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register: a) Copy of Proclamation Notice b) Amendment Scheme c) Service Agreement d) And any other relevant information	Yes	
22.	Notices appearing in government/provincial gazettes relating to properties within the municipality	Yes	
23.	Copies of annual reviewed rates policy	Yes	

11.3. Supplementary Valuation Roll

The municipality will specify which of the following data will be made available to Tenderer and what data it requires the Tenderer to obtain at their cost (Indicated with a tick (Yes) which is applicable)

No	Function	Municipality to provide (If available)	Tenderer to Provide/obtain (compulsory)
1.	Aerial photographs/satellite imagery	Yes	Tenderer may make use of aerial photography as an additional tool however it is compulsory that the tenderer physically inspects each property and provide a dated photograph (street view) of each property inspected.
2.	Building plans and schedule of monthly completed buildings.	Yes	
3.	Cadastre monthly updates	Yes	
4.	Monthly copies of all offers received to purchase and/or lease Municipal properties	Yes	
5.	Monthly copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	Yes	
6.	Monthly copies of all consent use applications received, approved or declined	Yes	

7.	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	Yes	
8.	Monthly copies of all approvals and/or rejections by municipality of the above	Yes	
9.	Monthly copies of all policy decisions relating to immovable property within municipality	Yes	
10.	Development Plan and changes thereto	Yes	
11.	Geographic information system Monthly maintenance thereof – if applicable	Yes	
12.	Monuments and Heritage buildings declared from time to time	Yes	
13.	Monthly Deeds downloads	Yes	
14.	Occupation Certificates where available	Yes	
15.	Planned roads and other municipal infra structural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – on-going basis.	Yes	
16.	Regular report of properties affected by environmental restraints of subjected to enormous environmental impact assessment requirements – on-going basis	Yes	
17.	Town planning scheme – updates thereof.	Yes	
18.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. a) Copy of Proclamation Notice b) Amendment scheme c) Services agreement	Yes	

19.	Monthly diagrams from surveyor general	Yes	
20.	Notices appearing in government/provincial gazettes relating to properties within the municipality	Yes	
21.	Annual review of rates policy copy thereof:	Yes	

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

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

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

12. Key Task Functions

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

Stage	Description	Deadline Date
1	Initial Data collection, existing valuation roll download, establishment of master file, comparison between newly created property master file and existing municipal valuation records or where no existing valuation roll exists creation of property master file	September 2021
2	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	October 2021 to December 2021
3	Submission of a draft valuation roll, deeds download included	15 January 2021
4	Completion & Submission of final valuation roll	31 January 2022
5	Internal Monitoring of Valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation and Public Awareness	February 2022
6	Correction of Valuation Roll and Submission of the certified General Valuation Roll to the Municipal Manager	28 February 2022
7	Objections process as per Act – Closing of objection period	March 2022
8	Handling / Processing of objections	April 2022
9	Valuation appeal board hearings	May 2022
10	Submission of all electronic data or copies and issuing of completion certificate thereof to the municipality	10 June 2022

11	IMPLEMENTATION	01 JULY 2022
13. GUIDELINES OF WHAT IS REQUIRED AT EACH STAGE:		
<p>13.1. Accurate data collection is critical during the duration of the entire contract. Tenderer will have to ensure that data collected can be monitored by municipality and verified. Critical data that has a direct effect on valuations i.e. size, zoning, values etc. must be able to be fully audited by way of an acceptable audit trail.</p> <p>13.2. Failure to meet the deadlines will result in a cumulative knock-on effect with regard to the submission of the certified roll and subsequent rendering of Municipal rates and taxes accounts.</p> <p>13.3. Failure to meet the deadlines in regard to the submissions of draft and certified valuation rolls will result in delays in the finalisation of the general valuation roll, which will ultimately affect the determination of the rates structure of the municipality</p> <p>13.4. 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.</p> <p>13.5. 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</p>		
14. MINIMUM REQUIREMENTS PER STAGE		
<p>14.1. <u>STAGE 1: OBTAIN THE FOLLOWING ON COMMENCEMENT:</u></p> <p>14.1.1. Copy of current valuation roll</p> <p>14.1.2. All supplementary valuation rolls</p> <p>14.1.3. Cadastral information</p> <p>14.1.4. Bulk Deeds download.</p> <p>14.1.5. Download all data onto Tenderer(s) valuation system.</p> <p>14.1.6. Compare cadastral with the deeds download and existing Municipal Valuation Roll.</p> <p>14.1.7. Download other data in terms of Section 48(2)</p> <p>14.2. <u>STAGE 2: DATA COLLECTION:</u></p> <p>14.2.1. Includes: Physical Inspections of properties, measurements, transactions, sales, field sheets, data capture forms, updating of historical sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc.</p> <p>14.2.2 Supply of fully captured data forms with photographs of each property.</p> <p> Completed data forms and photographs to be submitted to municipality fortnightly.</p>		

<p>14.3.</p> <p>14.4.</p>	<p><u>STAGE 3: VALUATION COMPILATION:</u></p> <p>14.3.1. Analysis of all data and compiling of draft valuations.</p> <p><u>STAGE 4: SUBMISSION OF DRAFT ROLL:</u></p> <p>14.4.1. Draft roll to be submitted, and internally checked and/or monitored by the municipality at their sole discretion.</p> <p>14.4.2. Draft roll to comply with Section 48 (2).</p> <p>14.4.3. Rolls must be fully balanced and subtotals must be calculated for each urban area and the rural area separately.</p>
<p>14.5</p>	<p><u>STAGE 5: INTERNAL MONITORING OF VALUATIONS AND PUBLIC AWARENESS:</u></p> <p>14.5.1 Internal quality control to be conducted by Tenderer and the municipality.</p> <p>14.5.2 Draft valuations must be measured against transactions and other relevant market data and adjusted to date of valuation.</p> <p>14.5.1 Basis on which the initial roll has been internally monitored must be made available to the municipality or its appointed monitors.</p> <p>14.5.2 The initial roll after internal monitoring must be amended and/or corrected if necessary.</p> <p>14.5.3 This includes cross boundary monitoring within the municipal area if applicable.</p>
<p>14.6</p>	<p><u>STAGE 6: CORRECTIONS TO DRAFT ROLL AND SUBMISSION OF CERTIFIED ROLL:</u></p> <p>14.6.1 Tenderer will be required to correct any entry that has been found to be incorrect in terms of size, description, zoning, ownership, etc. as well as incorrect valuations based on sales ratio analysis and other factually indicated market trends.</p> <p>14.6.2 All draft valuation rolls submitted may be subjected to external monitoring by the municipality.</p> <p>14.6.3 After correcting the Draft Roll, Tenderer shall bind and certify the roll for submission to the Municipal Manager.</p>
<p>14.7</p>	<p><u>STAGE 7: OBJECTION PROCESS:</u></p> <p>14.7.1 The municipality receives objections in terms of Section 50(1)</p> <p>14.7.2 Hand over objections to valuator in terms of Section 50(5)</p> <p>14.7.3 The Tenderer to supply the municipality with a copy of the outcome of the objection.</p>
<p>14.8</p>	<p><u>STAGE 8: HANDLING / PROCESSING OF OBJECTIONS</u></p> <p>14.8 Tenderer will be obliged to comply to the following sections of the Act:</p> <p>14.8.1 Comply with Section 51 and where Section 52(1) is applicable comply with Section 52(a) - (Compulsory review).</p> <p>14.8.2 Comply with Section 53(1) and 53 (3) – (Notification of objection outcome and furnishing of reasons)</p> <p>14.8.3 The Tenderer will submit a list of properties that increased or decreased with more than 10% to the Municipal Manager in terms of section 52.</p>

14.9	<p><u>STAGE 9: VALUATION APPEALS BOARD HEARINGS:</u></p> <p>14.9.1 In terms of section 34(f) and section 54, the Tenderer shall be obliged to attend all sittings of the Valuation Appeals Board and provide the Appeal Board with valuation information and to oppose all appeals.</p>
-------------	--

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

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

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

15. SUPPLEMENTARY VALUATIONS

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

1 July 2022 to 30 June 2023

1 July 2023 to 30 June 2024

1 July 2024 to 30 June 2025

1 July 2025 to 30 June 2026

1 July 2026 to 30 June 2027

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

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

15.4. The cost of compiling supplementary valuation rolls and the maintenance thereof shall be based on the fees as set out in **Schedule 4** hereof.

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

16. PRINTING AND BINDING OF ROLLS

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

16.2. A separate provisional valuation roll for each of the following areas must be submitted:

- a) Tzaneen Town
- b) Letsitele
- c) Haenertsburg
- d) Politsi
- e) Nkowankowa
- f) Lenyenye
- g) Dan, Dan extension 1 and 2
- h) Residential Properties
- i) Business and Industrial
- j) Agriculture
- k) State, Municipalities and other

16.3. Tenderer shall be responsible for **providing 11 copies of the valuation roll**, one of which will be certified by him/her. The valuation rolls shall be printed in **A4 format not back to back**, and shall be appropriately indexed.

hard cover and hard back page. All pages of the valuation roll shall be consecutively numbered. The printing and binding of the valuation roll shall be for the account of the Tenderer.

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

16.6. Additional copies of the valuation roll and/or supplementary valuation rolls will be as indicated in **Schedule 4** hereof.

17. PUBLIC PARTICIPATION AND AWARENESS

Tenderer will be required to attend meetings in regard to the rating policy as well as being involved in public awareness relating to the valuation process. Tenderer may be required by the municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in **Schedule XXX** hereof.

18. 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 4.

19. APPEALS

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

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

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

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

20.3. The Tenderer must nominate the person to be designated as the Municipal Valuer by completing Schedule XXX.

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

20.5. The municipality reserves the right to:-

20.5.1. 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:

20.5.1.1. previous appeal board hearings;

20.5.1.2. arbitration and supreme court hearings;

20.5.1.3. general standing of the nominated person/s within the valuation profession.

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

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

20.8. The Tenderer(s) nominated person/s if appointed by the municipality as either the Municipal Valuer and/or Assistant Municipal Valuer may not cede or assign his appointment to any other

The valuation roll shall be spirally bound and each volume shall be numbered and contain a valuer unless such cession and/or assignment has been approved in writing by the municipality. Should such person/s for any reason whatsoever no longer be associated or employed by Tenderer, municipality reserves the right to cancel this agreement and hold the Tenderer and/or appointed Municipal Valuer liable for any damages it may suffer as a result thereof.

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

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

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

21. ELECTRONIC INFORMATION

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

21.1.1. ERF Number

21.1.2. Street Address

21.1.3. Photo of property

21.1.4. Deeds Data

21.1.5. Floor area of Building

21.1.6. GPS coordinate

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

21.1.8. Zoning of property

21.1.9. Use of property

21.1.10. All collected information pertinent to the valuation

22. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

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

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

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

22.5. Tenderer will be given the opportunity to explain to municipality the differences between the findings of the municipality relating to data randomly checked by them and data supplied to them by Tenderer. All data collected by Tenderer, in no matter what format, is the property of municipality.

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

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

Bidder is required to do a physical inspection of each property and take a street view photograph of the property and adhere to the following minimum data collection requirements: -

- a) Extent of property and all improvements
- b) Date of purchase (where available)
- c) Purchase price (where available)
- d) Multiple use (if applicable)
- e) Name of owner (including part owners)
- f) Obtain telephonic contact number (if possible) in case of farm property
- g) Physical address of property (In case of a farm property,
- h) Verify Postal address (rural properties)

Photograph of every property (street view) which contain the date and time, improved and unimproved.

- a) Category (in terms of Section 8(2) of the Act)
- b) Zoning of property
- c) Use of property
- d) Market value of property (if valued)

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

23. DATA BACK-UP AND DISASTER RECOVERY PLAN

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

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

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

23.4. Tenderer will ensure that all data protected and backed up is capable of being restored and reinstalled into the valuation system of either municipality or Tenderer in less than seven (7) working days from date of data disaster.

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

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

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

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

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

24.2. The Tenderer as part of his function in collecting data on behalf of the municipality will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000

25. 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.

Notwithstanding Section 45(2)(a) of the Act, whereby inspections are optional, **Bidder will be,** in addition, data may not be used for personal gain by the Tenderer or the Tenderer's business, any employee, sub-contractor or any agent of the Tenderer or any other person, body or organization receiving the information or data through the Tenderer, or any their employees or agents.

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

26. PENALTIES AND DEFAULTS

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

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

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

26.3.1. Non-compliance to submission dates

26.3.2. Breach of confidentiality and/or conflict of interest;

26.3.3. Inadequate valuation performance in terms of sections 51 and 52 of the Act and/or the results of any Valuation Appeal Board arising from this tender.

26.3.4. Inadequate valuation results measured against monitoring;

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

26.3.6. Dishonesty

26.3.7. Corruption

26.4. In the case of dishonesty or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to municipality. In all of the other events, the municipality will give Tenderer 20 days' notice to remedy such default, failing which the municipality shall cancel this tender without further notice.

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

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

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

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

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

26.10. The Municipality will be entitled to withhold an amount of R4 000 per day if any delay in terms of Stage 6 (Paragraph 7) of the tender occurs, until the certified valuation roll is provided.

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

27. INSURANCE

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

28. QUALIFIED TENDERS

28.1. Qualified tenders may be disregarded at the discretion of the Municipality.

29. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

29.1. The service provider must adhere to all OHSA statutory requirements.

30. PRICING REQUIREMENTS

The Schedule of Fees, Schedule XXX must be completed by the Tenderer.
 Price increases will be limited to CPI upon the annual anniversary of the contract.
 All other costs must be included in the tender rates.
 Tender rates must be submitted inclusive of Value-Added-Tax at 15%.
 The service provider will submit invoices to the Municipality per the stage progression of the project.
 These invoices will be paid within 30 days from date of the statement received.

31. METHOD OF PAYMENT

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

Stage No.	Description	% Payment	Comments
1	Commencement and public participation phase	5%	
2	Data collection	15%	
3	Valuation compilation	10%	
4	Submission Draft Roll	10%	
5	Internal Monitoring	0%	

6	Submission of certified roll	30%	
7	Objection process and completion of reasons	10%	
8	Handling/Processing of objections	10%	
9	Valuation appeal board hearing	Per Meeting	At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission.
10	Submission and integration of data to municipality financial system	10%	
		100%	

Should it be apparent to the municipality that after the Tenderer has been advised in writing

32. EVALUATION	
<p>32.1. All acceptable tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).</p> <p>32.2. All tenders received shall be evaluated in accordance with the GREATER TZANEEN MUNICIPALITY Supply Chain Management Policy Incorporating Preferential Procurement.</p> <p>32.3. Points will be awarded to tenderers who are eligible for preferences in terms of BBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).</p> <p>32.4. The terms and conditions of BBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.</p>	
33. EVALUATION OF TENDERS ON FUNCTIONALITY	
<p>33.1. The tender will be evaluated on functionality.</p> <p>33.2. The evaluation criteria are contained in the document XXX</p> <p>33.3. A minimum score of 70% is required in order to be evaluated for price and preference.</p> <p>33.4. No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality.</p>	
34. DEFINITION OF TERMS	
34.1. Unless indicated by the context or explicitly stated otherwise, the following expressions will have the following meanings:	
34.1.1. Council/Local Authority/Municipality	GREATER TZANEEN MUNICIPALITY

34.1.2. Tender	A written offer, in a prescribed or stipulated form in response to an invitation, by the municipality, for the Management of the Short-term Insurance portfolio of the Municipality, at an agreed premium.
34.1.3. Tenderer	Any person or persons or anybody, incorporated or otherwise, making an offer to arrange short term insurance for the Municipality.
34.1.4. Contract Period	This contract will be valid from the day of inception until 30 June 2027.

35. ABBREVIATIONS

35.1. SCM	Supply Chain Management
35.2. BBD	Greater Tzaneen Municipality Bidding Document
35.3. VAT	Value-Added-Tax

GREATER TZANEEN MUNICIPALITY

FUNCTIONALITY POINTS CLAIM FORM

1. GENERAL CONDITIONS

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

1.2. A prerequisite of 70% must be obtained for functionality, in order to be evaluated on price and preference.

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

Functionality Criteria

	Total Score	Maximum Points Allocated
Company work experience for completed projects of similar work for more than 15000 properties valued		
Attach appointment letter	50	50
No appointment letter	0	

1.3.2. Key personnel:

30

1.3.2.1 Professional Valuer registered with 3 or more years of valuation experience with professional body of	20	
---	----	--

valuers (Council for Property Valuers of SA)		
Candidate/Assistant Valuer (registered with Council for Property Valuers of SA)	10	
1.3.3. Methodology and Time Frame (See criteria description in 1.5)		20
TOTAL POINTS		100
<p>1.4. Tenderer must for the duration of the contract, inter alia, undertake to transfer property valuation related skills and provide training (practical and theoretical) to at least one municipal official employed in a relevant department of the municipality or who is studying for a formal qualification in property valuations.</p> <p>1.5. Tenderer must submit a proposed project work plan with the tender submission (Schedule 3) which must be of sufficient detail (preferably not longer than 2 pages) to indicate that the project brief has been understood.</p> <p>1.6. The Tenderer must indicate the approach and methodology that they intend following in order to reach the required outcome within the specified time frames. Refer to paragraph/s 12 and 14.</p> <p>1.7. The methodology shall be evaluated on services as indicated under the scope of works and the following norms:</p> <p>1.7.1. Project specific services methodology (10 points)</p> <p>1.7.2. Time frame of individual actions (10 points)</p>		
2. NOTE:		
<p>2.1. Failure on the part of a bidder to fill in a part of this may be interpreted to mean that the functionality points are not claimed</p> <p>2.2. Failure on the part of a bidder to sign this form will disqualify the bidder</p> <p>2.3. The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim, in any manner required by the municipality.</p>		
3. GENERAL DEFINITIONS		
<p>3.1. “Experience of Firm” means the number of similar projects that the firm has been involved with.</p> <p>3.2. “Highest relevant qualification” means the highest qualification relevant to the position as key personnel for who he/she is nominate for.</p> <p>3.3. “Key Personnel” means those personnel, indicated in paragraph 4.5, and that is on site and directly involve with the municipality and project.</p> <p>3.4. “Relevant experience” means years’ experience in a similar position as indicated in paragraph 4.5, which are in line with the scope.</p> <p>3.5. “Scope” means as defined in the Terms of Reference of this particular project.</p>		
4. Functionality points claimed in terms of paragraph 1 and 2 above. Points to be calculated from information furnished.		

Functionality Criteria	Quantities as per Criteria	Points claimed
4.1. Experience of Firm- Current or Completed Projects		
4.2. Experience of Firm- Municipality > with 15 000 properties		
4.6. Methodology and Time Frame		
4.7. Details of Bidding Firm		
4.7.1. Attach a schedule with the description of the project, details of the employer and contact details of the representative of the employer.		
4.8. Details of key personnel on the Projects		
<p>4.8.1. Bidders must be submitted details of the key personnel to be seconded to the project.</p> <p>4.8.2. Experience: Attach a short CV not longer than 1 page, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience.</p> <p>4.8.3. Proof of the Qualification in the form of certified copy must be attached, as well as professional registration, where applicable.</p>		
5. DECLARATION WITH REGARD TO FUNCTIONALITY		
5.1. I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed qualifies the firm for the point(s) shown and I / we acknowledge that:		
5.1.1. The information furnished is true and correct.		
5.1.2. In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.		
<p>5.1.3. If the claims are found to be incorrect, the Municipality may, in addition to any other remedy it may have</p> <p>5.1.3.1. recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and</p> <p>5.1.3.2. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;</p>		
SIGNATURE(S) OF BIDDER(S)	DATE	
WITNESS 1: SIGNATURE	WITNESS 2: SIGNATURE	



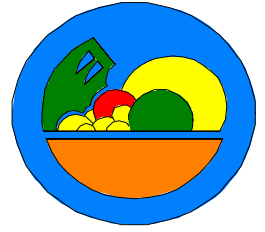
PART G

Tropical Paradise

GREATER TZANEEN MUNICIPALITY

P.O. BOX 24
TZANEEN, 0850

TEL: 015 307 8000
FAX: 015 307 8049



INFORMATION REQUIRED FOR BID EVALUATION PURPOSES

1. EXPERIENCE

Complete the below schedule regarding your company previous working experiences on this project.

Client	Contact Person	Contact Number	Contract Value	Contract Period

2. FINANCIAL CAPACITY

The below schedule should be completed by your banker or by the financial institution where your company's bank account is held

Name of Financial Institution	Type of Account	Account Number	Bank Rating

BANK STAMP

Signature: On behalf of the bank

PART H

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 the requirements, bidders are required to complete in full the attached form TCC 00. "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 is available from any SARS branch office nationally or on the website 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.

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

* 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.

YES / NO

3.8.1 If so, furnish particulars.

.....

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

Signature

Date

Capacity

Name of Bidder

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

.....
Designation

.....
Name of Bidder

PART J

MBD 6.1

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

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

NB: before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the preferential procurement regulations, 2017.

1. GENERAL CONDITIONS

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

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

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

	POINTS
Price	80
B-BBEE status level of contributor	20
Total points for price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes 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 services, works or goods, 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 excepted micro enterprise in terms of a quote of good practice on Black Economic Empowerment issued in terms of section 9(1) of the broad Based 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 document.
- (g) **“Price”** includes all applicable taxes less on unconditional discounts.
- (h) **“Proof of BEE status level of contributor”** means
 - 1) BBBEE status level certificate issued by an authorized body or person
 - 2) Sworn Affidavit as prescribed by the BBBEE codes of codes practice.
 - 3) an other requirements prescribed in terms of the BBBEE Act.
- (I) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in rand, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

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:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contribution: = (maximum of 20 or 10 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 contributor).

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- (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/SME? YES / NO

(Tick applicable box)

(V) Specific, by ticking the appropriate box, if subcontracting with an enterprise in terms of preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of the business:

8.2 VAT registration number :

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- 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 numbers 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-BBEE status level of contribution indicated in paragraph 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 paragraph 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 contribution 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) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

<p>Witnesses</p> <p>1.....</p> <p>2.</p>

<p>.....</p> <p>Signature(s) of bidders</p> <p>Date:</p> <p>Address:</p> <p>.....</p> <p>.....</p>
--

PART K

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9 (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9 (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.

1.5. 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.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- This declaration certificate is not submitted as part of the bid documentation.

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

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

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

Local content declaration by chief financial officer or other legally responsible person nominated in writing by the chief executive or senior member/person with management responsibility (close corporation, partnership or individual)

In respect of bid No.

Issued by: Greater Tzaneen Municipality

NB 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the **Greater Tzaneen Municipality** has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

Signature: _____

Date: _____

Witness No. 1 _____

Date: _____

Witness No. 2 _____

Date: _____

PART L

MBD 7.2

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)

1. I hereby undertake to render services described in the attached bidding documents to **Greater Tzaneen Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents,
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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.
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.

Witnesses	
1
2
Date:

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

Name (Print):
Capacity:
Signature:
Name of Firm :
Date:

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

Description Of Service	Price (all Applicable Taxes Included)	Completion Date	B-BBEE Status Level of Contribution	Minimum Threshold for Local Production and Content (if applicable)

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

Signed at: on

Name (print):

Signature:

Official Stamp

Witnesses

1

2

Date:

PART M

MBD 8

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>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
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:		
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. Accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....

Signature

.....

Date

.....

Designation

.....

Name of Bidder

Js367bW

PART N

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid number:

Bid Description:

In response to the invitation for the bid made by **Greater Tzaneen Municipality**

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

Returnable Documents

Checklist On Minimum Requirements

To assist you with your tendering process, see a checklist on minimum requirements below:

No.	Minimum requirements	Tick	Comment if not attached
1.	Compulsory briefing session attended		
2.	Complete original bid document		
3.	CSD reports; B-BBEE Certificate/Sworn affidavit		
4.	Valid Tax Clearance Certificate or Tax pin		
5.	CK/Company registration;		
6.	Certified ID copies of the shareholders;		
7.	Proof of Residence: Municipal statement account / letter from headman/Tribal Authority/Lease agreement and proof of payment of lease		
8.	Company registration certificate showing percentage of shareholders / membership interest		
9.	Initial each page of the Bid Document		
10.	All MBD Forms must be completed and signed		
11.	In case of a Joint Venture, Association or Consortium a formal contract agreement		
12.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		
13.	Detailed price schedule/ financial Bids		
14.	All/Any alterations initialled		

Company Representative (Name)

Signature