

BLUE CRANE ROUTE MUNICIPALITY



APPOINTMENT OF MUNICIPAL PROPERTY VALUER

TENDER NUMBER T08/2024

CLOSING DATE 02 APRIL 2024	CLOSING TIME: 12:00
-----------------------------------	----------------------------

NAME OF

BIDDER*

ADDRESS*

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

TEL NUMBER*

FAX NUMBER*

EMAIL ADDRESS*

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Blue Crane Route Municipality
PO Box 21
Somerset East
5850

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SECTION 1.1: INVITATION TO TENDER
BLUE CRANE ROUTE MUNICIPALITY
BID NO: T08/2024

DESCRIPTION: APPOINTMENT OF A MUNICIPAL PROPERTY VALUER

Bids are hereby invited from potential service providers for the appointment of a municipal property valuer.

Bids in a sealed envelope clearly marked “**BID NUMBER:T08/2024; Description: APPOINTMENT OF A MUNICIPAL PROPERTY VALUER**” must be placed in the **Bid Box at 67 Nojoli Street, Somerset East**. The closing date for submission is **02 APRIL 2024 by no later than 12h00**; no late submission will be considered. Thereafter bids will be opened in public.

A set of tender documents can be downloaded on www.bcrm.gov.za

Bids will be evaluated on the 80/20 preferential points as follows; 80 points for bid price and 20 points for Specific goals.

Specific Goals

	HDI STATUS	20 points allocation
a)	Race	5
b)	Gender	5
c)	Disability	5
d)	Youth	5

For any technical enquiries, please contact Mr N Delo/ Mr J Mputa Tel: 0422436406 / 6421, email: nigeld@bcrm.gov.za / juliusm@bcrm.gov.za for any SCM related enquiries can be directed to Ms T. Mapekula at tmapekula@bcrm.gov.za or Tel: 0422436487.

Service Providers shall take note of the following Bid Conditions:

- ↯ The Blue Crane Route Municipality Supply Chain Management Policy will apply.
- ↯ In order to claim Preference points an evidence for claim of **Specific Goals** must be provided as stated on clause 1.2.26 of the Bid Document **No evidence – No points to be claimed.**
- ↯ Bidders should be registered on the CSD Supplier Database with a Tax Compliant Status.
- ↯ Bidders are to submit Certificate of Good Standing from their local municipality.
- ↯ Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
- ↯ Bids which are late, incomplete, not completed in black ink, unsigned or submitted by facsimile or electronically will not be accepted;
- ↯ Bids submitted are to hold good for a period of 90 days.
- ↯ The Blue Crane Route Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- ↯ **It is expected of all bidders to fill in Section 4.4 Authority of Signatory**

Mr Mzwandile Patrick Nini
MUNICIPAL MANAGER
Blue Crane Route Municipality
P O Box 21

Somerset East
5850
29 SEPTEMBER 2024

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

1.2.4 Cost of Tender Documents

- Documents must be downloaded on www.bcrm.gov.za

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

For database registration enquiries contact Mr Thandi Halom at thandih@bcrm.gov.za / 042 243 6458.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. **Section 5: DECLARATION and SECTION 6: CONTRACT FORM: PART1 (TO BE FILLED IN BY THE BIDDER)** must be completed and signed by the authorized signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

(e) No tipex to be used, usage of tipex will result in the disqualification of the tender.

1.2.7 Compulsory

Documentation 1.2.7.1 Tax

Clearance Certificate

(a) CSD Report with a Tax compliance status must accompany the bid documents. In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

A successful bidder and its directors must not be in arrears for more than 90 days with any municipality they are residing in.

1.2.9 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at 67 NOJOLI STREET SOMERSET EAST by not later than 12:00 on 02 APRIL 2024.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Blue Crane Route Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Blue Crane Route Municipality, it should do so in writing to the Blue Crane Route Municipality. Any effort by the firm to influence the Blue Crane Route Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Policy as at the 28 February 2023.

1.2.19 Contract

(a) The bidders are expected to sign the agreement in Section 6 part 1 of this bid document. The Signing of Part 2 of Section 6 of this bid document by the municipality signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.24 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that the bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Evidence for claim of specific Goals

- a) Those bidders who qualify to claim points as an HDI based on Race must submit, a certified copy of an Identity Document (certification must not be older than 3 months) and a CSD report.
- b) Those bidders who qualify to claim points as an HDI based on Gender must submit, a certified copy of an Identity Document (certification must not be older than 3 months) and/or a CSD report.
- c) Those bidders who qualify to claim points as an HDI based on Disability must submit, a Medical Certificate from a registered Medical Doctor certifying such.
- d) Those bidders who qualify to claim points as an HDI based on Youth; the ID number will be used to verify whether they are between ages 18 – 35.
- e) Points will be allocated on ownership prorated according to the percentage of ownership.**

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

1.2.27 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, must accompany the bid.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the bid documents.
- (c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or certified copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.
- (f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.28 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr N. Delo / Mr J. Mputa on nigeld@bcrm.gov.za / juliusm@bcrm.gov.za

1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

TENDER SPECIFICATION

THE COMPILATION OF THE VALUATION ROLL AND 1ST COMPULSORY SUPPLEMENTARY VALUATION ROLLS AND MAINTENANCE THEREOF FOR THE FINANCIAL YEARS 1 JULY 2024 TO 30 JUNE 2027

IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES Act, 2004 (ACT NO. 6 OF 2004) as Amended. (Hereafter also referred to as the Act).

1. INTRODUCTION

The Blue Crane Route Municipality is calling for Bidders from experienced and suitably qualified valuers for the compilation of a valuation roll and supplementary valuation rolls in terms of the Act, for the following areas within its area of jurisdiction:

- Somerset East / KwaNojoli
- Cookhouse
- Pearston

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

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

Bidder(s) will be required to prepare a project plan in terms of Schedule 6 and to adhere to the time schedules detailed therein, as well as **paragraph 20** hereof.

Municipality will provide the Bidder with certain data as detailed in **paragraph 15** hereof.

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

Upon appointment the Bidder must submit proof of Professional Indemnity Insurance for the nominated professional persons and proof of Public Liability Insurance held by the bidder up to the Bid Contract amount.

SCOPE OF WORK

Bids are invited from experienced and suitably qualified Bidder(s) to compile and maintain valuation roll/s and 1st compulsory supplementary valuation roll.

Bidder(s) will be required to compile a General Valuation Roll and 1st compulsory Supplementary Valuation Roll as well as supplementary rolls thereafter in terms of Local Government Municipal Property Rates Act as amended (Act 29 of 2014) for the period: -

1 July 2024 to 30 June 2027.

In addition to compiling the said valuation rolls,

Bidder(s) appointed will be required to assist municipality in:-

1. The preparation of the review of Property Rates Policy and By-Law in terms of the Act regarding valuation matters.
2. Community Participation and Public Awareness relating to the valuation and objection process.
3. Attending Valuation Enquiries on behalf of the municipality
4. Valuation rolls of different categories of properties in terms of Section 8(2).
5. Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by municipality.
6. Exemptions, reductions, or rebates in terms of Section 15 and the reviews thereof, if required by municipality.
7. Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
8. Compliance with the provisions of Section 30.
9. Compile the valuation rolls as at date of valuation in terms of Section 31.
10. Comply fully with Section 34 – Functions of Municipal Valuer.
11. Section 36 – Data Collectors. Assume responsibility for their performance.
12. Comply with Section 37 – Delegation where applicable and if necessary.
13. Comply with Section 39 – Qualifications of Municipal Valuers.
14. Comply with Section 40 – Prescribed Declarations.
15. Comply with Section 41 – Inspection of property within defined days and times.
16. Comply with Section 42 – Access to Information.
17. Comply with Section 43 – Conduct of Valuers.
18. Comply with Section 44 – Protection of Information.
19. Comply with Section 45 – Valuation methodology and Section 13 hereof.
20. Comply with Section 46 – General basis of valuation.
21. Comply with Section 47 – Sectional Title Schemes.
22. Comply with Section 48 – Content of valuation roll including any additional information that the municipality may require in terms of this tender.
23. Comply with Section 51 – Processing of objections, if so required by municipality.
24. Comply with Section 52(1)(3) – Compulsory review.
25. Comply with Section 53 – Notification.
26. Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
27. 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.
28. Comply with Act 29 of 2014 of MPRA, Section 81 as amended & 82 of the Act. Bidder(s) shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) (1A) of the Act and the Minister in terms of Section 82(1) of the Act as amended.
29. Such data will be available in a format that is easy to read, understand and interpret.

CONFIDENTIALITY

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

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

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

PENALTIES AND DEFAULTS

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

In the event of Bidder not conforming to the standards required by the municipality as contained in the tender document, Bidder shall be given 14 days written notice to remedy such default failing which, the municipality will be allowed to cancel this appointment without further notice.

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

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

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

In all the other events, the municipality will give Bidder 14 days notice to remedy such default, failing which the municipality shall cancel this tender without further notice or advise.

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 a person shall consider the merits of the allegations made by the municipality.

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

The findings of the adjudicator will be handed to the municipality, the nominated person and Bidder. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Bidder. The nominated person and/or Bidder 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 Bidder and nominated person.

Should the municipality suffer any losses as a result of the default of Bidder 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 Bidder and/or the nominated person/s.

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

PENALTIES

1. Delay in complying with stage 1 of the tender, R10,000.00 per day until completion.
2. Delay in complying with stage 2 of the tender, R 10,000.00 per day until completion.
3. Delay in complying with stage 3 of the tender, R 10,000.00 per day until completion.
4. Delay in complying with stage 4 of the tender, R 10,0000.00 per day until completion.
5. Delay in complying with stage 5 of the tender, R 10,000.00 per day until completion.
6. Delay in complying with stage 6 of the tender, R 10,000.00 per day until completion.

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

RETENTION

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

VALUATION SUMMARY

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

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

DESCRIPTION	ESTIMATED NO OF ENTRIES
AGRICULTURAL HOLDINGS used for agricultural purposes only	1899
Game farms	296
Industrial	9
Business	508
Church	10
Municipal	3
RESIDENTIAL	8587
Vacant	23
ANY OTHER categories that municipality may wish to state PSI plus Government	340 (PSI – 42 plus Government – 298)
TOTAL ESTIMATED NO OF ENTRIES	11675

Bidder(s) shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Master will be made and compared to the above estimate. The tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entries of **MBD 3.1** hereof.

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

Where a municipality has no existing valuation roll, Bidder will establish the estimated entries and will thereafter base his tender in terms of the categories reflected under **MBD 3.1** hereof.

SUPPLEMENTARY VALUATIONS:

1st Supplementary valuation roll is compulsory with no cost to the municipality as it is treated as corrections to the General Valuation roll.

The subsequent Supplementary Valuation rolls will be compiled on an annual basis for the duration of the General Valuation roll and the cost of each Supplementary should be based on the number of properties for each Supplementary Valuation.

Supplementary Valuations will be compiled on an ongoing basis as they occur and supplied to municipality as soon as is reasonably possible. The bidder will supply the municipality with a monthly schedule of all supplementary valuations compiled by him and ensure that the Property Register is updated continuously as a result of such changes.

Municipality will require that Bidder to maintain a register of all supplementary valuations in the course of being compiled by Bidder and such register will contain provision for monthly reporting on all outstanding supplementary valuations and the reasons thereof.

The cost of compiling supplementary valuation rolls and the maintenance thereof shall be based on the fees as set out in **MBD3.1** hereof.

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

OBJECTIONS

The bidder must comply with the provisions of sections 51, 52 & 53 of the Act.

APPEALS

The Bidder must attend all hearings of the valuation appeal board hearings.
The costs of attending the hearings is reflected in **MBD 3.1**.

DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

The data collected by Bidder must be capable of being checked, audited, verified, and monitored by the Provincial Valuers in terms of Section 81 and Section 82 of the Act and National Department (COGTA)

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

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

Bidder 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 Bidder. All data collected by Bidder in no matter what format is the property of municipality.

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

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

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

In all cases the following data will be applicable:-

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

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

RESIDENTIAL ERVEN AND BUILDINGS

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

SECTIONAL TITLE RESIDENTIAL SCHEMES

- Age
- Adverse features
- Condition of section

Condition of scheme
Developable Land reserved for future extension to scheme.
Erf no (cross referred)
Exclusive use area
Floor level
Name of scheme
No of storeys in the scheme
Participation quota
Positive features
Registration no of scheme
Unit and flat no
Unit type i.e. simplex, duplex, etc
View

INCOME PRODUCING PROPERTIES INCLUSIVE OF GAME FARMS AND WIND FARMS

Condition rating.
Description of units i.e. 12 x 1-bedroom flats, 6 x ground floor shops
Expense ratio to gross income
Rentable or usable area
Gross building area
Other income factors e.g. car bays
Quality of building rating
Rentals actual and/or estimates provided by agents, tenants, landlords etc.
Sales capitalization rates and other information obtained from agents, brokers, purchasers etc.
Surplus developable land
Turnover contribution if available
Proof of registration of game farming and wind farming activity with the relevant authority.
Description of land use for game farming and wind farming.
Size of the land designated for game farming and wind farming.
Date when such land area of Land was approved for game farming and wind farming.

SPECIALISED PROPERTIES

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

PROPERTIES USED FOR AGRICULTURAL PURPOSES

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

AGRICULTURAL SMALL HOLDINGS

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

URBAN VACANT LAND

Adverse features
Positive features
Topography/slope
Soil conditions
Services
View

MINING LAND

All data relating to the freehold including inter alia offices, hostels, dwellings etc.

Buildings must be measured and fully described.

Mining equipment and/or machinery i.e shafts, headgear etc are excluded.

Where mining land is held under separate mining title all details of the activities relating to the title must be stated in full including inter alia:- size and description of buildings and improvements that are not deemed to be plant or equipment.

REGISTERED LEASES

Salient features of the lease.

PUBLIC INFRASTRUCTURE

All relevant data including description, size, and use of buildings.

All equipment and/or machinery relating to Public Infrastructure must be excluded from the valuation process.

GENERAL

Sales are to be comprehensively inspected and analyzed during the compilation and maintenance phase of this tender.

Such analysis is to be fully documented and made available for internal and external monitoring purposes.

This requirement will apply to the compilation of the valuation roll as well as the 1st compulsory supplementary valuation roll.

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

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

If building plans are used, they are to be verified and checked against actual buildings erected on the property and the data collected must reflect an "as is" situation found on the site.

Categories of properties as well as multiple purpose properties are to be reflected.

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

All data collected will be internally monitored, verified, and checked by the Provincial Valuers for Municipality on an ongoing basis in terms of Section 81 and Section 82 of the Act (MPRA).

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

Bidder(s) must satisfy themselves regarding the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 10 hereof. **The valuation roll must be fully compatible with the billing system of the municipality.**

Other data must be capable of being adapted to other systems of the municipality.

UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE BIDDER WITH THE FOLLOWING DATA:

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

OPTIONS

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

DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE/OBTAIN
2	Building plans	X	
3	Bulk deeds download at commencement date	X	
4	Cadastral		X
5	Copies of all offers received. to purchase and/or lease Municipal properties	X	
6	Copies of all sales/rental agreements relating to properties sold by municipality	X	
7	Copies of all consent use applications received,	X	

	approved or declined		
8	Copies of all townships applications, rezonings, consolidations, notarial ties submitted to municipality	X	
9	Copies of all approvals and/or rejections by municipality of the above	X	
10	Copies of all policy decisions relating to immovable property within municipality	X	
11	Copies of water and electricity deposits relating to properties not previously connected	X	

12	Development Plan	X	
13	Monthly clearance certificates	X	
14	Monthly Deeds downloads	X	
15	Occupation Certificates where available	X	
16	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	X	
17	Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements	X	
18	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc.	X	
19	Town planning scheme	X	
20	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register. - Copy of Proclamation Notice - Amendment scheme - Services agreement	X	

SUPPLEMENTARY VALUATION ROLL

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

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

	FUNCTION	MUNICIPALITY TO PROVIDE	BIDDER TO PROVIDE/OBTAIN
2	Building plans and schedule of monthly completed buildings.	X	
3	Cadastral monthly updates		X
4	Monthly copies of all offers received to purchase and/or lease Municipal properties	X	
5	Monthly copies of all sales/rental agreements relating to properties sold by municipality whether registered or not	X	
6	Monthly copies of all consent use applications received, approved, or declined	X	
7	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to municipality	X	
8	Monthly copies of all approvals and/or rejections by municipality of the above	X	
9	Monthly copies of all policy decisions relating to immovable property within municipality	X	
10	Monthly copies of water and electricity deposits relating to properties not previously connected	X	
11	Monthly copies of water and electricity deposits relating to properties not previously connected	X	
12	Monthly clearance certificates	X	
13	Monthly Deeds downloads	X	
14	Monuments and Heritage buildings declared from time to time	X	
15	Occupation Certificates where available	X	
16	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	X	

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

PRINTING AND BINDING OF ROLLS

The bidder shall be responsible for providing 3 hard copies and 3 electronic copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3 or A4 format, back-to-back and shall be appropriately indexed.

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

VALUATION SYSTEM

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

Building plan data were used in the valuation process, site plans, aerial photographs, GIS data, and all other pertinent data on a historic basis must be stored in a web-based system and must be accessible to the municipality.

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

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

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

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

DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

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

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

Municipality reserves the right to appoint either its own officials to assess the data protection and disaster recovery procedure or appoint independent specialists to evaluate and consider the merits and adequacy of the plan as set out under **Schedule 3** hereof.

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

- Bidder will ensure that all data collected manually on paper be scanned into PDF document 'read only' format.
- Bidder shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.

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

shall not exceed a period of 120 days between intervals.

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

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

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

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

19.1 DATA TRANSFER

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

The bidder will ensure that a minimum of LTO 9 Tape Backup technology or equivalent is utilized daily.

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

Bidders may utilize optical based media technology for archiving purposes.

Bidder may utilize optical based media technology for data presentation.

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

The bidder will ensure secure site protocols are enforced for all website/internet available data. The bidder will ensure that all data collected is transferred to the municipality on a minimum of a fortnightly basis, any format required by the municipality.

19.2 GENERAL

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

20. KEY TASK FUNCTIONS (TYPE B MUNICIPALITY)

Bidder(s) will be required to follow the stages set out below and adhere to the following deadlines. (Strict adherence to Timeframe is of essence.)

MUNICIPAL TIMEFRAMES			
STAGE	DESCRIPTION	DEADLINE DATE	COMMENTS
1	Initial Data collection, deeds download, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master.	6 Months after receipt of purchase order	
2	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	6 Months after receipt of purchase order	
3	Compiling of valuations	6 Months after receipt of purchase order	
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	6 Months after receipt of purchase order	
5	Submission of draft roll	24 January 2025	Municipality may at their option require a draft roll to assist in the determination of their tariffs or to internally monitor the standard of the valuation roll. If required they may require the Bidder to correct the draft roll prior to submission of the certified roll.
6	Submission of certified roll and reconciliation between Property Register and existing valuation records of the municipality.	17 March 2025	This requirement will enable the Blue Crane Route Municipality to Notify Property Owners of any adjustments on Property Rates and it will allow the process to be consistent with the Municipal Budget

			process.
7	Public Participation / Awareness	Dependent on Municipal Planning	As and When required – determined by the Blue Crane Route Municipality
8	Submission of all data or copies thereof to municipality & issuing of final delivery certificate	31 March 2025	
9	Objections process as per Act	From 1 July 2025 on wards	On Going Matter
10	Valuation appeal board hearing	Dependent on Objections	On Going Matter
11	Attending to all valuation enquiries	For the Duration of the Contract	On Going Matter

GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

Accurate data collection is critical during the duration of the entire contract. Bidder(s) will have to ensure that data collected can be monitored by Provincial Valuers for 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. It will be critical if a motivated valuation report be submitted for monitoring purposes in terms of Section 81 of Act (MPRA)

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.

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

Although stages may overlap with each other it is critical that each stage be completed within the prescribed deadlines. Deadlines may only be changed with the written approval of the municipality. Payments will be affected on a pro-rata basis payable either at the end of a stage or in progressive performance-related payments during a stage.

The service provider will be responsible for the compilation of the “Project Programme” detailing activities and time frames of the project. This should be provided to Blue Crane Route Municipality within a week of appointment and presented to the Project Manager.

Any deviations from the accepted programme should be pre-negotiated with the client.

PUBLIC PARTICIPATION AND AWARENESS:

Bidder(s) is required to attend meetings in regard to the rating policy as well as being involved in public awareness relating to the valuation process. Bidder(s) is 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 **MDB 3.1** hereof.

If the municipality elect to require Bidder to participate in public awareness and/or public participation, they shall issue a schedule of their requirements.

METHODS OF PAYMENT:

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

STAGE NO.	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase	10%	√	
2	Data collection	10%		√
3	Valuation compilation	20%		√
4	Internal monitoring	-		
5	Submission Draft Roll	15%	√	
6	Submission of certified	15%	√	
7	Objection process and completion of reasons	10%	√	
8	Valuation appeal board hearing	10%	At conclusion of the hearings, or if the date of the appeal board hearings have not been set down within six months after the certified roll has been submitted, then six months after the date of such submission.	
9	Submission of data to municipality and issue by municipality of final delivery certificate	10%	√	
		100%		

NB: Commencement phase shall entail the establishment of steering committee, assisting in the development of rates policy, public awareness, and budget processes.

The service provider shall submit a tax invoice on completion of a stage , the municipality will process payment within 30 days after approval by the Project Steering Committee.

The service provider must submit a presentation and report for approval by the Project Steering Committee.

REPORTING

The service provider will be required to report monthly to a Project Steering Committee (EC COGTA will also be representative) chaired by the municipality's Chief Financial Officer or designated representative and administered by the service provider.

The service provider must convene a Steering Committee meeting at the beginning and on completion of the assignment to confirm the methodology to be employed and the outcomes and deliverables respectively.

FUNCTIONALITY ASSESSMENT CRITERIA

The functionality qualification criterion for this bid is that Bidders must achieve a **minimum of 80 points out of the 100 points** for functionality qualification Requirements as outlined in the table below:

No	Criteria no.1	Total Points Allocation
1.	<p>Relevant practical experience in compiling valuation rolls</p> <ul style="list-style-type: none"> • 2 projects - 20 points • 3 projects – 30 points • 4 projects - 40 points • 5 projects – 50 points <p>Please provide proof of signed referral letter to qualify for these points</p>	50
No	Criteria no.2	Total Points Allocation
2.	<p>Expertise, qualifications, and experience of key personnel</p> <ul style="list-style-type: none"> • The team must consist of registered Professional Valuer with SACPVP, Associated Valuers and Candidate Valuer. • Registered Professional Valuer with atleast 20 years experience or more = 30 points • Registered Professional Valuer with at least 15 - 19 years experience = 20 points. • Registered Professional Valuer with at least 10 - 14 years experience = 10 points. • Associate Valuer with atleast 10 years experience or more = 10 points • Associate Valuer with atleast 5 - 9 years experience = 5 points. • Candidate Valuer with atleast 5 years experience or more = 10 points • Candidate Valuer with atleast 3 - 4 years experience = 5 points <p>A cv indicating a position and years of experience with certified copies of registration must be submitted. Only 1 of each personnel category is required and points will be allocated accordingly.</p>	50
GRAND TOTAL		100

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BLUE CRANE ROUTE MUNICIPALITY					
BID NUMBER:	T08/2024	CLOSING DATE:	02 APRIL 2024	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A MUNICIPAL PROPERTY VALUER				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
67 NOJOLI STREET					
SOMERSET EAST					
5850					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE DEPARTMENT	CONTACT PERSON	MR V APPOLIS		
CONTACT PERSON	MS N MAKHALIMA	TELEPHONE NUMBER	0422436400		
TELEPHONE NUMBER	0422436441	FACSIMILE NUMBER	Cell: 0839406407		
FACSIMILE NUMBER	0422432250	E-MAIL ADDRESS	appolisv@bcrm.gov.za		
E-MAIL ADDRESS	nozukom@bcrm.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

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

STAGE	DESCRIPTION	Amount (Excluding Vat)	Amount (Including Vat)	Comments
1	Compiling of valuations:	-	-	Included: # Initial Data collection, deeds download, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master. # Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.
	Completed General Valuation Roll (Fixed Tender Amount) – 24/25			
	Supplementary Roll Yr1 – 25/26 (Fixed Amount per Entry)			
	Supplementary Roll Yr2 – 26/27			

	(Fixed Amount per Entry)			
2	Objections process as per Act (Fixed Amount per Day)			
3	Valuation Appeal Board hearing (Fixed Amount per Day of Attendance)			
4	Attending to all valuation enquiries (Fixed Amount per Entry)			
5	Public Participation / Awareness (Fixed Amount per Day of Attendance)			
TOTAL				

Required by:.....

- At:
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery

*Delivery: Firm/Not firm

- Delivery basis

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

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

*Delete if not applicable

SECTION 4.1 MBD4: 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.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
 - 3.4 Company registration number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If so, furnish particulars.

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

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

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

3.9.1 If so, furnish particulars.

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

3.10.1 If so, furnish the following particulars:

3.11 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**

3.11.1 If so, furnish particulars

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

3.12.1 If so, furnish particulars.

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

3.13.1 If so, furnish particulars

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

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number	Income Tax Number

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

.....

Position

Name of bidder

MBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of Specific Goals together with the bid, will be interpreted to mean that preference points for Specific Goals 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) “**specific goals**” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (b) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (c) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) “**prices**” includes all applicable taxes less all unconditional discounts;
- (e) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Specific Goals	Number of points (90/10 system)	Number of points (80/20 system)
HDI - Race		
HDI – Gender		
HDI – Disability		
HDI - Youth		
Non-compliant	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of Specific Goals must complete the following:

6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Specific Goals: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of Specific Goals.

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 Specific Goals of the sub-contractor.....

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

SECTION 4.3: MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.4: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading as to sign all

documentation in connection with Tender.....

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE
-----------------------------	-----------	------

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

SECTION 4.5: MBD8: 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:		

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.6 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 (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Signature

Date

Position

Name of Bidder

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.

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations, 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) CAPACITY

SIGNATURE NAME OF

FIRM DATE

.....

.....

WITNESSES	
1
2.
DATE:

SECTION 6: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Specific Goals in terms of the Preferential Procurement Regulations, 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

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

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

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

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

NAME (PRINT) CAPACITY

SIGNATURE NAME OF

FIRM DATE

.....

.....

WITNESSES	
1
2.
DATE:

SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
 Accept your bid under reference number T08/2024 dated..... for the supply of
 goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions
 of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....