



CONTRACT NO: F (V) 01/2022

TENDERS ARE HEREBY INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED REGISTERED PROPERTY VALUERS FOR THE COMPILATION OF THE GENERAL VALUATION ROLL 2023/2028 FOR MOGALE CITY LOCAL MUNICIPALITY AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACTS, 2004 (ACT NO.6 OF 2004) FOR THREE (3) FINANCIAL YEARS.

NAME OF TENDERER:

**CENTRAL SUPPLIER
DATABASE (CSD)**

MAAA

**TAX COMPLIANCE STATUS
(TCS) PIN ON:**

TELEPHONE No:

TELEFAX No:

E-MAIL ADDRESS:

ADDRESS:

AUGUST 2021

Issued by:

Municipal Manager
Mogale City Local Municipality
P O Box 94
KRUGERSDORP
1740

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PART A

INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MOGALE CITY LOCAL MUNICIPALITY

BID NUMBER:	F (V) 01/2022	CLOSING DATE:	13 SEPTEMBER 2021	CLOSING TIME:	11:00
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DESCRIPTION	TENDERS ARE HEREBY INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED REGISTERED PROPERTY VALUERS FOR THE COMPILATION OF THE GENERAL VALUATION ROLL 2023/2028 FOR MOGALE CITY LOCAL MUNICIPALITY AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACTS, 2004 (ACT NO.6 OF 2004) FOR THREE (3) FINANCIAL YEARS.
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

CNR. COMMISSIONER & MARKET STREET
CIVIC CENTRE
MOGALE CITY
KRUGERSDORP
1740

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
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[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]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ DIVISION	Supply Chain Management Unit	CONTACT PERSON	Christél Kuhn
CONTACT PERSON	Ofentse Matsose	TELEPHONE NUMBER	(011) 951 2317/083 788 4370
TELEPHONE NUMBER	(011)951 2177/2014/2541	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	christel.kuhn@mogalecity.gov.za
E-MAIL ADDRESS	ofentse.matsose@mogalecity.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

ADVERTISED IN: The Star
PUBLISHING DATE: Monday 17 August 2021
TENDER NOTICE: F (V) 01/2022

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Finance: Section: Valuation

TENDER NO: F (V) 01/2022

TENDERS ARE HEREBY INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED REGISTERED PROPERTY VALUERS FOR THE COMPILATION OF THE GENERAL VALUATION ROLL 2023/2028 FOR MOGALE CITY LOCAL MUNICIPALITY AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACTS, 2004 (ACT NO.6 OF 2004) FOR THREE (3) FINANCIAL YEARS.

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation criteria of **100 points** of which the service provider is required to score the minimum of **60 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards 80 points for Price and 20 points for attaining the BBBEE status level of contribution in accordance with the table below:

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

Documents Collection: Documents can be downloaded from the e-portal or Mogale City Website.

Technical Enquiries: Christél Kuhn Tel: (011) 951 2317/083 788 4370

Tender Documents: Ofentse Matsose Tel: (011) 951 2177/2541/0718846958

Documents available: As from **Tuesday 17 August 2021** on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: Monday 20 September 2021

Time: 11:00

Tender Box

Venue: Tender boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

COMPULSORY TENDER DOCUMENTS:

1. **Tax Clearance Certificate / Tax Compliance Status documents with Pin.**
Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
2. **Certified copies of directors ID.**
3. **Copy of company registration documents.**
4. **Copy of latest municipal account which is not more than 3 months old at the time of closing.**
5. **The bidding entity as well as all its directors must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate the responsibility of payment of municipal services.**
 - 5.1. **If the responsibility of payment of municipal services is that of the tenant/lessee, please provide proof of payment of those services.**
 - 5.2. **If the business operates from the different address as per CIPC document, affidavit must be provided**
6. **Central Supplier Database (CSD) registration summary report**
7. **Completed and Signed Schedule of Quantities**
8. **Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.**
9. **MBD 1: Invitation to tender**
10. **MBD 4. Declaration of Interest.**
11. **MDB 5. Declaration of procurement above R10 million (vat included)**
12. **MBD 6.1 Preferential Points**
13. **MBD 8: Declaration of bidders past supply chain management practices**
14. **MBD 9: Certificate of independent bid determination.**

BIDDING TENDER CONDITIONS:

1. All suppliers of goods & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
2. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
3. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
4. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
5. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and Affidavit or is a non-compliant contributor, such bidder will score 0 out of the maximum of 20 points for BBBEE.
6. Certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.
7. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full

- appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
8. No late tender will be accepted.
 9. Telefax or e-mail tenders will not be accepted.
 10. Tenders may only be submitted on the bid documents as provided by Mogale City. The use of tipp-ex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids. No page(s) may be removed from the original tender document
 11. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
 12. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
 13. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
 14. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
 15. The validity period for this tender is ninety (90) days.
 16. A Corporate social responsibility contribution of one (1) percent inclusive of 15%VAT will be levied on all companies/ service provides appointed as successful bidders if such companied are not based in the area of jurisdiction of Mogale City.
 17. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
 18. The Municipality reserves the right to appoint and not to appoint.
 19. All tender prices must be inclusive of VAT for all registered VAT vendors.
 20. The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is BBBEE component.
 21. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as www.mogalecity.gov.za

MR PRINGLE RAEDANI
MUNICIPAL MANAGER

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):.....
 - 3.4. Company Registration Number:
 - 3.5. Tax Reference Number:.....
 - 3.6. VAT Registration Number:
 - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8. Are you presently in the service of the state? **YES / NO**
 - 3.8.1. If yes, furnish particulars.
.....
.....

¹MSCM 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.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1. If yes, furnish particulars.....

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

3.10.1. If yes, furnish particulars.

.....
.....

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

3.11.1. If yes, furnish particulars

.....
.....

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

3.12.1. If yes, furnish particulars.

.....
.....

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

3.13.1. If yes, furnish particulars.

.....
.....

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

3.14.1. If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

AMENDED PREFERENTIAL PROCUREMENT REGULATIONS WITH EFFECT FROM 1ST APRIL 2017

APPLICATION

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.¹

IDENTIFICATION OF PREFERENCE POINT SYSTEM, DESIGNATED SECTOR, PRE-QUALIFICATION CRITERIA, OBJECTIVE CRITERIA AND SUBCONTRACTING

1. An organ of state must-

(a) determine and stipulate in the tender documents-

(i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

1 The definition of "organ of state" in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition

The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

(ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;

(b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;

(c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;

(d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and

(e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

SUBCONTRACTING AS CONDITION OF TENDER

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in subregulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

(a) an EME or QSE;

(b) an EME or QSE which is at least 51% owned by black people;

(c) an EME or QSE which is at least 51% owned by black people who are youth;

(d) an EME or QSE which is at least 51% owned by black people who are women;

(e) an EME or QSE which is at least 51% owned by black people with disabilities;

(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(g) a cooperative which is at least 51% owned by black people;

(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or

(i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

SUBCONTRACTING AFTER AWARD OF TENDER

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

MOGALE CITY LOCAL MUNICIPALITY

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

1. GENERAL CONDITIONS

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

- 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION (all applicable taxes included); and
- 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R30 000 up to R50Million (all applicable taxes included) and therefore the.....80/20... preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution

of part of a project in terms of the contract;

- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50MILLION

- 1) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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 comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

10. Previous experience

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

10.1 Staffing Profile

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

10.2 Infrastructure and resources available to execute this contract

10.2.1 Physical facilities

Description	Address	Area (m²)

10.3 Plant and equipment

Description : Plant and equipment owned (or to be rented)	Number of units

10.4 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

Name	Date/Position Occupied in Enterprise	ID Number (please attach certified copies of ID's)	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/ enterprise owned
							Total	100%

10.5 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

Full Name	Identity (ID) Number (please attached certified copies of ID's)	% of business/ enterprise owned	Residential address

11. AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on _____ 20 _____
Mr _____
has been duly authorized to sign all documents in connection with the bid for
Tender _____ No _____
and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____ CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

12. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:

MOGALE CITY LOCAL MUNICIPALITY

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:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. 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>	Yes <input type="checkbox"/>	No <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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1.	If so, furnish particulars:		
4.3.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1.	If so, furnish particulars:		
Item	Question	Yes	No
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"/>
4.5.1.	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

Js367b

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010**

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

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 4

- 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 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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 5

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 nonrefundable 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 6

- 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 7

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.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 8**

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:

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- (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 fulfillment of other obligations stipulated in the contract.

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

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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- 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. 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.

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- 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.

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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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC 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. 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.

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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.

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32.2. 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. 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. 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 **restrictive practices** 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

MOGALE CITY LOCAL MUNICIPALITY TERMS OF REFERENCE

TENDERS ARE INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED REGISTERED PROPERTY VALUERS FOR THE COMPILATION OF THE GENERAL VALUATION ROLL 2023/2028 FOR MOGALE CITY LOCAL MUNICIPALITY AS WELL AS THE SUPPLY OF OTHER VALUATION RELATED SERVICES IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACTS, 2004 (ACT NO.6 OF 2004) FOR THREE (3) FINANCIAL YEARS

1. PURPOSE

In terms of the Municipal Property Rates Act (MPRA) Act no 6 of 2004 (as amended), municipalities must after every five years compile a General Valuation Roll which will be used to levy property rates on the ratepayers. Mogale City local municipality would like to appoint experienced and qualified registered property Valuers for the compilation of the General Valuation Roll 2023- 2028 as well as the 1st Supplementary Valuation Roll.

2. BACKGROUND

The Municipal Property Rates Act (MPRA) was promulgated in 2005 and all municipalities in South Africa were given until 1st July 2009 to implement it. This Act replaced the Ordinances which governed property rates in all the provinces in the country.

3. DEFINITIONS

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

“Assistant Municipal Valuer”: means a Valuer as defined in terms of section 35 (1) of the Act;

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

“Date of Valuation”: shall mean the Date of Valuation as determined by municipality in terms of the Act

“Date of Draft Submission”: shall mean the date upon which the municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the municipality to use such data in the preparation of their rates policy and tariffs;

“Date of Final Submission”: shall mean the date upon which the certified roll/s are handed to the municipal by the nominated person(s);

“Data and Information”: includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial, photographs and satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender;

“Data Ownership”: all data obtained, called and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuation roll belongs to the municipality;

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

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

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

“Municipality”: shall mean MOGALE City Local Municipality (MCLM);

“Municipal Valuer”: means a Valuer as defined in terms of section 33 (1) of the Act;

“Monitor”: shall mean the person/s appointed by Mogale City Local Municipality to specifically monitor the deliverables on this tender.

“Nominated Person”: means a Valuer nominated by the Bidder who will comply with the provisions of section 35 (1) of the Act;

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

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

“Specialized Properties”: Specialized Properties are all properties other than residential dwellings, agricultures farming units, and typical income properties and include inter alia the following type of properties:

- Hotels
- Conference Centres
- Quarries
- Mines
- Grain Depots
- Private Hospitals
- Provincial and/or State buildings such as Civic Centres, Prisons etc.
- Airports, Harbours and Stations

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

“Property Master File”: shall be defined as a property master file containing all property records of the municipality relating to the valuation roll whether registered or not at date of valuation.

4. SCOPE OF WORK

Tenders are invited from experienced and suitably qualified Bidder(s) to compile the General Valuation Roll 2023/2028 and the 1st Supplementary Valuation Roll.

The appointed Assistant Municipal Valuer will be required to compile The General Valuation Roll for the period: -

1 July 2023 to 30 June 2028 as well as the first Supplementary Valuation Roll.

Bidder(s) nominated person/s will be required to undertake the following functions and /or services:

- 4.1. Comply to The Protection of Personal Information Act (or POPI Act)
- 4.2. Valuation of different categories of properties in terms of Section 8(2).
- 4.3. Valuation of multiple purpose properties in terms of Section 9 and the review thereof, if so required by municipality.
- 4.4. Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable
- 4.5. Compliance with the provisions of Section 30
- 4.6. Compile the valuation roll as at date of valuation in terms of Section 31.
- 4.7. Comply fully with Section 35 – Functions of Assistant Municipal Valuer.
- 4.8. Section 36 – Data Collectors. Assume responsibility for their performance.
- 4.9. Comply with Section 37 – Delegation where applicable and if necessary.
- 4.10. Comply with Section 39 – Qualifications of Municipal Valuers.
- 4.11. Comply with Section 40 – Prescribed Declarations.
- 4.12. Comply with Section 41 – Inspection of property within defined days and times.
- 4.13. Comply with Section 42 – Access to information.
- 4.14. Comply with Section 43 – Conduct of Valuers.
- 4.15. Comply with Section 44 – Protection of information.
- 4.16. Comply with Section 45 – Valuation methodology and Section 13 hereof.
- 4.17. Comply with Section 46 – General basis of valuation.
- 4.18. Comply with Section 47 – Sectional Title Schemes.
- 4.19. Comply with Section 48- Content of valuation roll including any additional information that the Municipality may require in terms of this tender.
- 4.20. Comply with Section 51 – Processing of objections, if so required by municipality.
- 4.21. Comply with Section 52(1) (3) – Compulsory review.
- 4.22. Comply with Section 53 – Notification.

- 4.23.** Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- 4.24.** Comply with Section 81 & 82 of the Act. Bidder(s) / Nominated Person/s shall provide and make available all data and valuations for purposes of internal monitoring by the municipality as well as monitoring by the MEC for local government in terms of Section 81(1) of the Act and the Minister in terms of Section 82(1) of the Act. Such data will be available in a format that is easy to read, understand and interpret.
- 4.25.** MCLM will record changes and maintain the property master file on an on- going basis with the necessary communication of changes to the bidder. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The property Master file will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms proclaimed into townships and erven consolidated.
- 4.25.1.** The purpose of the master file is to enable the public and officials of the municipality to have easy access to all properties registered or unregistered, forming part of either the master file and/or the valuation rolls of the municipality. The master file and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll. Should the cross referencing not be indicated the bidder will alert MCLM to update the documents.
- 4.25.2.** Where such information appears in the current valuation roll, it will be transferred to the new valuation roll. It will not be necessary to obtain historic information relating to unregistered entries, other than those appearing on the current valuation roll. All new unregistered entries are to be recorded on the master file. All consolidations, excisions, notarial ties, township proclamations etc which result in unregistered records being created will be recorded from date of commencement of this tender and shall continue for the full duration thereof.
- 4.25.3.** Example: Erf 14 & 15 Rangeview consolidated into Erf 200. Under erven14 + 15 they will be indicated as unregistered with a cross reference to Erf 200. Under Erf 200 it will be cross –referenced to indicate consolidation of erf 14 & 15. Holding 16 Diswilmar Agricultural Holdings excised into Portion 315 of the Farm Roodekrans 183 I.Q. Under Holding 16 it will be referred to as unregistered and under Portion 315 it will cross-refer as “previously Holding 16 Diswilmar Agricultural Holding”.
- 4.26.** Bidder shall be required to assist the municipality to compile a register of specialised Properties that will enable municipality to easily refer to at any time to such properties.

The register will reflect the property description and method of valuation applied. Where generally recognised methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties;

The Assistant Municipal Valuer shall in consultation with the Municipal Valuer decide whether a property is classified as a specialised property.

- 4.27.** Printed Valuation Rolls (3 Copies of General Valuation Roll and 3 copies of Supplementary Valuation Roll)

Note: Where reference is made to a Section of an Act without mentioning the name of the act it refers to the Municipal Property Rates Act 6 of 2004 (as amended).

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

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

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

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

Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses, etc...

Such information may only be disclosed in terms of Section (44) of the Act.

6. 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:-

NAME OF MUNICIPALITY: MOGALE CITY LOCAL MUNICIPALITY

		June 2021	
Free Hold, Agricultural Holdings, Farms and SS Units	Number of Properties	GV/Sup Value Totals	
History 2021/06/30	70	R	326 893 000
History 2020/06/30	105	R	250 402 000
AGRICULTURAL	5310	R	10 369 292 900
BUSINESS AND COMMERCIAL	2242	R	6 480 305 100
EDUCATIONAL	20	R	196 390 000
INDUSTRIAL	490	R	1 796 937 100
MINING	24	R	14 820 000
MUNICIPAL	2258	R	431 149 750
PLACES OF WORSHIP	150	R	382 847 000
PRIVATE OPEN SPACE	117	R	2 879 600
PUBLIC BENEFIT ORGANISATION	18	R	76 950 000
PUBLIC OPEN SPACE	33	R	4 895 000
PUBLIC SERVICE INFRASTRUCTURE	415	R	103 910 090
RESIDENTIAL	56047	R	36 420 146 100
STATE OWNED	1899	R	934 012 500
VACANT STANDS	3186	R	976 131 100
MULTIPLE USE	190	R	981 182 000
SPLIT VALUE	380	R	980 802 000
DEVELOPMENT LAND	22	R	257 807 000
DEVELOPER PROPERTIES	381	R	197 351 600
UNREGISTERED	753	R	137 680 700
VALUATION ROLL TOTALS	72019	R	58 191 046 240

Bidder(s) shall base their tender on the estimated number of entries above, and supply a rate per additional property to be valued.

Bidder shall provide municipality with documented proof of the total number of entries contained in the property master file and the municipality reserves the right to check, audit and verify such entries.

7. OBJECTIONS

Bidder must comply with the provisions of section 49, 51, 52 & 53 of the MPRA Act. The Bidder must further consider, decide, adjust and /or add to the valuation roll in accordance with any decisions taken on Objections Lodged and related processes. The cost of complying with the objection process must be included at the service provider's pricing schedule.

8. APPEALS & SECTION 52 REVIEWS

The Bidder must attend all hearings of the valuation appeal board. The costs of attending to the hearing must be included.

*Refer penalty clause.

9. DATA COLLECTION AND DATA COLLECTION SYSTEM

Bidder will be fully responsible for obtaining all data necessary for the Bidder and/or Assistant Municipal Valuer to compile the General Valuation Roll and Supplementary Valuation Roll 1.

The data collected by Bidder must be capable of being checked, audited, verified and monitored on a continuous basis. (Files to be in Township format, not containing more than 3000 entries at a time. (Formats in which the data must be supplied will be provided)

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

In 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 the 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 irrespective of 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 utilised 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)
- ❖ Name of owner (including part owners)
- ❖ Street address (where available)
- ❖ Zoning
- ❖ Multiple use (if applicable as well split categories)
- ❖ Use (If multiple use applies then the split in terms of the uses of the property)

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

9.1. RESIDENTIAL ERVEN AND BUILDINGS

Age
Adverse features i.e. next to informal settlement, busy road, servitudes 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, paving
Topography/slope
View (if applicable)

9.2. SECTIONAL TITLE 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

9.3. INCOME PRODUCING PROPERTIES

Condition rating
Description of units i.e. 12 x 1 bedroom flats, 6 x ground floor shops, offices etc.
Expense ratio to gross income
Rentable or usable area
Gross building area
Gross let-able area
Other income factors e.g. car bays/ store rooms
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, purchases etc.
Surplus developable land (unutilized FAR)
Turnover contribution if available
Lease agreements / rent rolls applicable to the property

9.4. SPECIALISED PROPERTIES

Data relating to specific type of property e.g. number of beds in hospital etc.
Schedule reflecting description and use of buildings.
Size of all buildings
Valuation method and information utilised

9.5. PROPERTIES USED FOR AGRICULTURAL PURPOSES

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

9.6. AGRICULTURAL LAND and/or SMALL HOLDINGS

Where used as a farming the property will be categorised as Agricultural property - this relates to properties that are used primarily for agricultural purposes but, without derogating from section 9 of the MPRA 6 of 2004, excludes any portion thereof that is used commercially for the hospitality of guests, and excludes the use of the property for the purpose of eco-tourism or for the trading in or hunting of game.

Bona fide farmers' is a person who is a fulltime farmer, who owns land that is used *bona fide* and exclusively used for agricultural purposes by him or occupiers of such.

Any agricultural property that is used for anything other than as an agricultural property as defined, such as for residential, industrial, business and commercial, or any other purpose, is not eligible to be rated at the 1: 0.25 ratio applicable for agricultural properties in the Regulations. The properties that are outside the meaning of agricultural property as defined should be rated based on actual use or permitted use. (Multiple purpose category may have to be applied to indicate various uses of such property)

9.7. SUBURBAN VACANT LAND

Adverse features
Positive features (development potential)
Topography/slope
Soil conditions
Services
View

9.8. MINING LAND

All data relating to the freehold and/or mining title including inter alia offices, hostels, dwelling 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.

9.9. REGISTERED LEASES

Salient features of the lease. All Long Term leases should be Valued where data can be collected in the data collection process.

9.10. PUBLIC INFRASTRUCTURE

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

9.11. REQUIREMENTS

Property sales are to be comprehensively inspected and analysed during the compilation and maintenance phase of this tender.

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

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

This requirement will apply to the compilation of the General Valuation Roll as well as the 1st 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 analysed during the duration of this tender and summarised in market reports.

Sales are to be recorded and distinguished between vacant and improved sales, as well as whether the sale is an arm's length transaction and therefore useable for market analyses.

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 use/purpose properties are to be reflected.

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

Land use will be captured and defined for each valuation entry.

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

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

Bidder(s) must satisfy themselves with regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 9 thereof. The Valuation Rolls 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.

10. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY AND/OR BIDDER

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

- 10.1.1. Current Valuation Roll;
- 10.1.2. Copies of all Supplementary Valuation Rolls;
- 10.1.3. Current Property Master

OPTIONS

Municipality will specify which of the following data it will make available to Bidder and what data it requires the Bidder to obtain at their own cost.

10.2. DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUCTION	MOGALE	BIDDER TO SUPPLY
10.2.1.	Aerial photographs/satellite imagery	No	Bidder to obtain at its own cost for up to date aerial photographs.
10.2.2.	Building plans	YES	Building plans from date of appointment will be supplied. Existing plans available but at cost to Bidder.
10.2.3.	Bulk deed download at commencement date	YES	Deeds data currently available within the Valuation System will be provided
10.2.4.	Cadastre	YES	
10.2.5.	Copies of all offers received to purchase and/or lease Municipal properties	YES	From commencement of appointment only. Pre-Tender information by request only
10.2.6.	Copies of all sales rental agreements relating to properties sold by municipality whether registered or not	YES	From commencement of appointment only. Pre-Tender information by request only
10.2.7.	Copies of all consent use applications received, approved or declined	YES	From commencement of appointment only. Pre-Tender information by request only
10.2.8.	Copies of all township applications, rezoning, consolidations, notarial ties submitted to municipality	YES	From commencement of appointment only. Pre-Tender information by request only
10.2.9.	Copies of all approval and/or rejections by municipality of the above	YES	From commencement of appointment only. Pre-Tender information by request only
10.2.10.	Copies of all policy decisions relating to immovable property within municipality	YES	From commencement of appointment only. Pre-Tender information by request only

10.2.11.	Development Plan	YES	From commencement of appointment only. Pre-Tender information by request only
10.2.12.	Geographic information system	Will provide access	Bidder to update the GIS layers as per specification below
10.2.13.	Monthly clearance certificate list	YES	
10.2.14.	Monthly deeds downloads (Deedsweb deeds.gov.za)	YES	
10.2.15.	Occupation Certificates where available	YES	From commencement of appointment only. Pre-Tender information by request only
10.2.16.	Town planning scheme	YES	
10.2.17.	Monuments and Heritage buildings declared from time to time	YES	From commencement of appointment only. Pre-Tender information by request only
10.2.18.	Monthly diagrams from surveyor general	NO	Bidder to obtain diagrams where necessary
10.2.19.	Notices appearing in government / provincial gazettes relating to properties within the municipality	YES	
10.2.20.	Annual review of rates policy and copy thereof	YES	

Note: Bidder will however, be held fully liable for any delays in the submission of the General Valuation Roll as well as Supplementary Valuation Roll 1, to the municipality.

11. PRINTING AND BINDING OF ROLLS

Bidder shall be responsible for providing **1** electronic and **3** hard copies of the valuation rolls, accompanied by a certification document. 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, Bidder shall provide the municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format.

12. VALUATION SYSTEM

Bidder shall satisfy municipality that its valuation system will adequately be capable of not only producing the valuation rolls, but also storing historic data necessary in terms of the Promotion of Access to Information Act, Act 2 of 2002. The minimum, requirements of the Valuation system must be as follows: -

- 12.1.** The valuation system used by the bidder must be compatible with the valuation system of the municipality *Pensoft Mass Valuation System*.
- 12.2.** The valuation system must be compatible with the GIS system utilized by the municipality as well as the other municipal systems that are affected by the valuation process.
- 12.3.** The valuation system must be compatible with the billing system of the municipality.
- 12.4.** The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 12.5.** It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.

12.6. In the case of property data

- 12.6.1.** The valuation system must be able to store changes relating to inter alia: -
- 12.6.2.** Land use, zonings, size, sub divisions, consolidations, excisions, notarial ties etc
- 12.6.3.** Current and previous owners
- 12.6.4.** Date of sale and transfer
- 12.6.5.** Sales price
- 12.6.6.** Title deeds numbers
- 12.6.7.** Caveats
- 12.6.8.** Type of sale i.e. vacant or improved

12.7. In the case of valuations

- 12.7.1.** All current and future valuations
- 12.7.2.** Ability to apply sales in neighbourhoods and/create micro neighbourhoods
- 12.7.3.** All changes to valuations to be historically reflected
- 12.7.4.** Ability to produce monthly supplementary reports for auditing and checking purposes
- 12.7.5.** Ability to issue Section 78(5) notices

12.8. Objections

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

- 12.8.1.** Name of objector
- 12.8.2.** Name of owner
- 12.8.3.** Objection number
- 12.8.4.** Entry required by objector
- 12.8.5.** Decision of Valuer
- 12.8.6.** Reasons of Valuer
- 12.8.7.** Appeal number
- 12.8.8.** Decision of appeal board
- 12.8.9.** Existing valuations and valuations reflected in the valuation roll
- 12.8.10.** Adjustments made by the appeal board
- 12.8.11.** Relating notification in terms of the MPRA 6 of 2004.
- 12.8.12.** Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

12.9. Other

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

- 12.9.1. Building plan data where used in the valuation process, site plans, aerial photographs, GIS data, and all other pertinent data on a historic basis. Such data must be capable of being linked to each erf in a way that a full history of all data from date of appointment in terms of this tender, pertaining to that erf can be extracted by reference to that erf.
- 12.9.2. The valuation system must be capable of extracting all properties that are subject to multiple entries, rebates, reductions or exemptions.
- 12.9.3. The valuation system must be able to extract properties on 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.
- 12.9.4. The valuation system must also be able to extract certain categories of properties and other information that the municipality may require for statistical purposes.
- 12.9.5. 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.

13. DATA BACK UP AND DISASTER RECOVERY PLAN

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

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 Tender 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 specialist to evaluate and consider the merits and adequacy of the plan as set out below:

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

- 13.1. Bidder will ensure that all data collected manually on paper will be captured and scanned into PDF document "read only" format.
- 13.2. Bidder shall keep an original copy of the document in conjunction with the document in electronic editable PDF format stored on a hard disk.
- 13.3. Bidder shall ensure that all other static documents – formats are set as 'read only' and set the relative permissions on GIS and all third party data.
- 13.4. All data stored on any hard disk shall be hosted by an operating system, capable of setting security permissions down to the individual file level,
- 13.5. Bidder will ensure that all scanned documents attributes stored on hard disk are filled in accurately and to the requirements requested by the municipality.

- 13.6. 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.
- 13.7. Bidder will ensure strong password protection at the administrator level on the servers referred to in this section.
- 13.8. 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.
- 13.9. Bidder will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and set out in this schedule.
- 13.10. 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.
- 13.11. All data output from relational database systems will be provided and made available in an approved format to municipality.
- 13.12. Bidder will ensure that all data is backed up on a daily basis and verified.
- 13.13. Bidder will ensure that 2 sets of media be created and used for backup purposes – each set will be used and alternated on a weekly basis.
- 13.14. Bidder will create a fortnightly backup, to be stored off site from the next business day when the backup is completed.
- 13.15. 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.
- 13.16. Bidder will ensure that this backup cycle be enforced for the duration of the tender.
- 13.17. Bidder will adhere to and implement the backup software vendors 'best practice' specifications.
- 13.18. Bidder will adhere to and comply with the backup hardware manufactures specifications.
- 13.19. Restoration tests will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 90 days between intervals.
- 13.20. Continuous proof of back up logs to be made available to the municipality on a monthly basis.

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.

14. DATA TRANSFER

All Data collected by Bidder and or captured by the municipality, will remain the property of the municipality.

The municipality will require access to all Data loaded during the duration of the contract and the Bidder will make all data available, to the municipality on a continuous basis during the validity of the Valuation Rolls.

Bulk data transfer shall be made available on an ongoing basis to municipality in a format specified by municipality.

Municipality may request these files from time to time to verify and ensure data integrity.

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

15. DELIVERABLES

Bidder(s) will be required to follow the stages set out below and adhere to the following deadlines:

Conditional upon the award of tender by 30 November 2021

STAGE	DESCRIPTION	START DATE	COMPLETION DATE	NO. OF MONTHS
15.1.	Initial data collection, deeds down load (from MCLM), existing valuation down load, updating of master file, comparison between newly created property master and existing Municipal valuation records or where no roll exists, creation of property master. Obtaining the aerial photography	1 st Dec 2021	10 th February 2022	2
15.2.	<ul style="list-style-type: none"> Obtaining of new data necessary to compile valuations: -including inspections, data capture, sales, measurements, rentals, expense ratios, etc. Newly registered properties as and when they become available. 	1 st Dec 2021	1 st July 2022	7
		1 st June 2022	30 th June 2023	13
15.3.	Compiling of valuations	1 st February 2022	30 th Oct 2022	8
15.4.	Internal monitoring of valuations including final accuracy check of data, final review of sales and valuations between date of commencement and date of valuation	1 st Dec 2021	30 th Nov 2022	12
15.5.	Submission of draft roll	1 st December 2022	1 st December 2022	
15.6.	Corrections and submission of certified and reconciliation between property master file and existing valuation records of the municipality.	10 Dec 2022	3 rd Jan 2023	

	Including Public Service Infrastructure (PSI)			
15.7.	Delivery of Printed General Valuation Roll to Valuation Division	11 th Jan 2023	11 th Jan 2023	
15.8.	Deliver General Valuation Roll to MM	13 th Jan 2023	13 th Jan 2023	
15.9.	MM to Publish & Gazette the GV for public Inspection and Lodging of Objections.	13 th Jan 2023	31 st of Jan 2023	
15.10.	Bidder to compile and send Section 49 Notices.	1 Feb 2023	13thApril 2023	2
15.11.	Bidder to promptly process the Objections as per Act and issue relevant notifications on outcomes and compile close out report.	March 2023	May 2023	3
15.12.	Bidder/ MCLM Managers & Assistant Managers: Valuations together with IT must upload the GV on the Municipal Billing System (Bulk loading)	March 2023	March 2023	
15.13.	Managers: Revenue to run test Billing and provide exception reporting	March/ July 2023	March/July 2023	
15.14.	Exception lists to be dealt with by the bidder and Valuation Division for supplementary inclusions	March /July 2023	March /July 2023	
15.15.	Submission of all data or copies thereof to municipality & the issuing of final delivery certificate	Feb-March 2023	July/August 2023	

16. 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 municipality and verified. Critical data that has a direct effect on valuations i.e. size, zoning, values etc. must be able to be fully audited by way of an acceptable audit trail.

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

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

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

Notwithstanding the date of the award of the tender and/or any changed deadlines, the finalisation dates for the submission of the General Valuation Roll and Supplementary Valuation Roll are fixed.

17. MINIMUM REQUIREMENTS PER STAGE:

17.1. Stage 1: DOCUMENTATION

Obtain the following from MCLM:

- Copy of current valuation roll
- All supplementary valuation rolls
- Property Master document
- Cadastre information
- Deeds information

Download all data onto Bidder(s) valuation system and create property master.

Bidder to compare cadastre with the deeds download and existing Municipal Valuation Roll and Property Master.

Download other data in terms of section 48(2).

Order aerial photographs and link to property information.

17.2. Stage 2: Valuation Roll Compilation

17.2.1. Update property register

- Acquire electronic deeds data from the municipality
- Update deeds data monthly
- Acquire and load aerial imagery
- Identify mismatched properties to existing valuation roll and investigate.
- Prepare and create GIS Property Register layer (e.g. ESRI compatible shape file format) aligned to the property register database as per bid document

17.2.2. Data collection

- Audit and assessment of existing data
- Develop and submit data collection and quality assurance plan
- Prepare and submit training manuals and data collection forms
- Recruitment and training of data collectors and sub-contractors
- Create batches for data collection
- Collect/verify and capture data (data, sketch, photos, building footprints, etc.)
- Data quality assurance and review
- Update all newly registered properties

17.2.3. Market Reports (All property types e.g. Non residential, residential, agricultural, etc)

- Sales Review and benchmark Valuations
- Market and cost report preparation (* showing all explanatory calculations, formulae, rates per square meter, notes, etc.)

17.2.4. Valuations

- Demarcate neighbourhoods, micro neighbourhoods and review sales to be applied.
- Generate values (draft value per property/draft valuation roll)
- Manual valuations (special properties)

The Bidder must upon completion of each Suburb/Township, submit a draft document for such completed Suburb/Township/Neighbourhood/micro-neighbourhood to the municipality for checking at their sole discretion.

Basis on which the initial roll has been internally monitored must be made available to the municipality or it's appointed monitors for verification.

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

This includes cross boundary monitoring within the Municipal area if applicable.

Bidder shall be required to assist the municipality to compile a register of specialised Properties that will enable municipality to easily refer to at any time to such properties.

The register will reflect the property description and method of valuation applied. Where generally recognized methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties;

17.2.5. Revenue

- Model current rates on draft valuation roll to determine income

17.3. Stage 3: Submission of valuation roll

- Undertake value review and quality assurance
- Compile valuation Roll (excel, access, PDF formats and hard copy)
- Submit certified Valuation Roll to MM
- Create public awareness e.g. banners, posters frequently asked questions leaflet Etc
- Generate Municipal Property Rates Act Section 49 Notices
- Inspection of valuation roll and lodging of objections
- Close out report of the Valuation Roll

17.4. Stage 4: Data handover from contractor to municipality

- Final Land and building attribute data
- GIS data (incl. building footprints, homogeneous areas, PSI, contours, and Valuation Roll reconciled data set, etc.)

- Final Market reports
- Final Valuation Roll

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

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

17.5. Stage 5: Objections/Appeal Management

- Processing of objections (inclusive of notifications to Objectors)
- Close out report on objections (%changes and next process subjected to indicated)
- Updating of Valuation data to be loaded in the billing system
- Processing of Appeals
- Close out report on appeals (inclusive of notifications to Appellants)

17.6. Stage 6: Valuation roll and billing system alignment

- Load Valuation Roll into billing system
- Dummy run billing

17.7. Stage 7: 1st Supplementary Valuation Roll 2023/2028

- Conduct Supplementary Valuations for Supplementary 1 (2023/2028) and issue Section 78(5) notices
- Align billing system to reflect supplementary valuation roll changes
- Submit certified Valuation Roll to MM
- Publish first supplementary valuation Roll
- Generate Municipal Property Rates Act Section 49 Notices
- Complete the Objection and Appeal process for 1st Supplementary Valuation Roll (inclusive of all notices)

In terms of section 34(f) Bidder shall be obliged to attend all sittings of the Valuation Appeals Board relating to the General Valuation Roll and 1st Supplementary Valuation Roll of 2023/2028.

18. PUBLIC PARTICIPATION AND AWARENESS:

Bidder(s) may be 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) will be required by the municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. If the municipality elect to require Bidder to participate in public awareness and/or public participation, they shall issue a schedule of their requirements.

19. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

In the case of MOGALE City, the municipality will provide the Bidder will access to their GIS system as indicated under Section 4 hereof.

19.1. FUNCTIONS OF BIDDER REGARDING GIS

The Bidder will utilize the GIS in a supportive role to:

- Identify and describe the cadastral boundaries of each property within the municipal area;
- Guide Valuation Inspectorate to the sites to be inspected;
- Balance the properties of the municipal area with the entries registered in the Deeds Office as well as the Surveyor-General;
- Provide a reconciled layer that corresponds with the valuation roll;
- Display geo-reference aerial photographs of the area so as to provide the Valuer with a clear picture of the subject properties inclusive of building footprints;

Despite the use of aerial photography in the valuation process, it remains the responsibility of the Bidder to ensure that the data reflected on the valuation roll is an accurate and true reflection as at date of valuation of what is found on the properties comprising the roll. Bidder(s) must therefore use ground control measures to verify and confirm the results obtained from aerial photography.

19.2. SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

In the event of Bidder providing aerial photography at his own cost the following minimum specifications will apply:

DESCRIPTION	SPECIFICATION Urban	SPECIFICATION RURAL
Colour	Yes	
Scale of negatives	1: 10 000	
Off-nadir angle	0 – 15	
Digital format	Tiff or Mr. Sid with the applicable world file (* .tifw or * .sidw)	
Projection	Transverse Mercator 27 East	
Datum	WGS84	
Accuracy	<= 1m	5m to 15m
Resolution	<= 10cm	<=10cm
Ground control	Yes	Yes
Ortho rectification	Yes	Yes
Mosaicking	Yes	Yes
Geo-referencing	Yes	Yes
Collection method	Aerial photography	Aerial photography
Application	Suitable for capturing footprints of buildings and structures as well as broad land uses	Suitable for capturing broad land uses and identify position and approximate size of building and structures
Cloud cover	<5%	

20. TECHNICAL EVALUATION CRITERIA

Bidder will first be evaluated in terms of functionality on the following points scoring criteria (minimum 60 points and Max of 100 points) and thereafter be subjected to a further evaluation regarding price (max 90 points)

DESCRIPTION	MINIMUM	WEIGHT
<p>Criteria No 1 Bidder's Experience in relation to similar projects. 1-2 Valuation Rolls =10 points 3 or above Valuation Rolls = 25 points (Reference letters from the municipalities)</p>	10	25
<p>Criteria No 2 Human resources (the project team member's expertise and experience relate to above(Registered Valuer's CV must be attached)</p> <p>Number of Registered Valuers (CV and SACPVP registration certificates) 2 members = 5 points 3-4 members = 10 points 5 or more members =15 points</p> <p>Number of Registered Candidate Valuers (CV and SACPVP registration certificates) 1-2 members = 5 points 3-4 members = 10 points 5 or more members =15 points</p>	20	30
<p>Criteria No 3 Licence and/or Valuation System (If Owned licence (must submit proof of ownership and /or Valuation system (submit the proof of agreement between the system owner and company)</p>		20
<p>Criteria No 4 Director of the company must be registered as a Professional Valuer with the South African Council for the Property Valuers Profession (SACPVP registration certificate)</p>	25	25
Total	60	100

Bidder(s) must at least score a minimum 60 out of 100 points in order to be considered into the next evaluation phase. Failure by the bidder(s) to score the minimum points of 60; will be automatically disqualified.

21. PROJECT COSTING

In terms of the Municipality's procurement procedures proposals are evaluated on the basis of a total cost or value for money (in addition to other criteria). As such potential service providers are required to prepare a plan of work with clear cost estimates based on the information provided in this Terms of Reference, as this will facilitate a comparison across proposals. The plan of work is to include detailed tasks to be carried out, how long it will take to complete the tasks and disbursements.

All assumptions made in preparing the cost estimate must be clearly indicated in the proposal.

22. PROGRESS PAYMENT

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

	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
22.1.	Stage 1 Procurement/Commencement phase and delivery to MCLM of draft data sets	10%		1 x payment
22.2.	Stage 2 Valuation Roll Compilation	40%		5 x payments
22.3.	Stage 3 Submission of Completed General Valuation Roll	10%		2 x payments
22.4.	Stage 4 Data Handover	10%		2 x payments
22.5.	Stage 5 Objections/Appeals Management	10%	At conclusion of the hearings on the GV, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been implemented, then six months after the date of objection decision implementation	
22.6.	Stage 6 GV and system alignment	10%	X	1 x payment
22.7.	Stage 7 Supplementary Roll 1	10%	X	2 x payments
		100%		

*More detailed breakdown refer to timeline document.

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.

23. SPECIAL CONDITIONS

The municipality reserves the right to fully investigate the credentials of all nominated assistant municipal Valuers.

Should the municipality establish that any bidder and/or assistant municipal Valuer has not fully disclosed information called for in terms of this tender, and/or has any information that could have an influence in regard to the adjudication and evaluation of this tender, the municipality shall disqualify any such bidder, and/or assistant municipal Valuer.

Where an agreement of intent or understanding has been entered into a copy of such agreement/s must be annexed, failing which the bid will be disqualified.

- 23.1.** Each bid document and schedules thereto must be completed by the relevant authorized person in order for the document to constitute a proper contract between the Municipality and the **Bidder**.
- 23.2.** On acceptance of the bid by the municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- 23.3.** Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein will render the bid liable to rejection.

SCHEDULE 1: DETAILS OF BIDDER AND/OR ASSISTANT MUNICIPAL VALUER

		BIDDER	ASSISTANT MUNICIPAL VALUER
1	FULL NAMES		
2.	COMPANY REGISTRATION NO. OR ID NO.		
3.	POSTAL ADDRESS		
4.	TELEPHONE NO.		
5.	FAX NO.		
6.	E-MAIL ADDRESS		
7.	CONTACT PERSON		
8.	CELL NO. OF CONTACT PERSON		
9.	PHYSICAL ADDRESS		

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

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 municipality accordingly. Bidder(s) will be required to prepare a project plan to adhere to the time schedules in terms of the Deliverables.

Municipality will provide the Bidder with certain data as detailed in paragraph 10.1 hereof. Any further data or information required to fulfil the requirements of the Act and the specific requirements of the municipality shall be for the sole account and responsibility of the Bidder.

24. QUALIFICATION OF ASSISTANT MUNICIPAL VALUER

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

The Bidder must nominate the person to be designated as the Assistant Municipal Valuer by completing Schedule 1.

The municipality reserves the right to:-

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

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

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

The municipality shall not be obliged to approve any request for cession and/or assignment. The nominated and designated Assistant Municipal Valuer will be responsible for the full compliance of the functions and duties of the Valuer as set out in the Act as well as fulfilling all the requirements of this tender.

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

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

The Bid Evaluation Committee shall have the right to fully investigate all statements made by the Bidder, and/or Assistant Municipal Valuer as well as confirming the correctness and accuracy of such statements or declarations. The Bid Evaluation Committee is of the opinion that either the Bidder, and/or Assistant Municipal Valuer has withheld information that could affect the awarding of this Tender then in such event the Tender will be disqualified.

Bidder will ensure that he/she 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 needs of the Tender.

25. 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 at all times 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.

26. PENALTIES AND DEFAULTS

It is a specific condition of this tender that the Bidder and/or Assistant Municipal Valuer are required to perform their tasks to acceptable standards and shall be obliged to meet the deadlines determined by the municipality.

In the event of the Bidder and/or Assistant Municipal Valuer not conforming to the standards required by the municipality as contained in the tender document, the Bidder and/or Assistant Municipal Valuer shall be given 30 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 Acts 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 of the other events, the municipality will give **Bidder 30 days notice** to remedy such default, failing which the municipality shall cancel this tender without further notice or advice.

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

The Nominated Person/s 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/s is a serious default or not.

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

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 (Stages under this paragraph is in relation to paragraph 17 of this document):

- Delay in complying with stage 2 of the tender, R2500.00 per day until completion.
- Delay in complying with stage 3 of the tender, R10000.00 per day until completion.
- Delay in complying with stage 4 of the tender, R2500.00 per day until completion.
- Delay in complying with stage 5 of the tender, R3000.00 per day until completion.
- Delay in complying with stage 6 of the tender, R25000.00 per day until completion.
- Delay in complying with stage 7 of the tender, R2500.00 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 the municipality then in such event municipality shall be entitled to cancel the contract and appoint a new Bidder. In such event, 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.

Should the Valuation Appeal Board rule a value to be 10% or more, lower than the Municipal Valuers Decision communicated after Objection, the Municipality may enforce a penalty equal to 1% of the value change per property.

27. INSURANCE

Bidder shall submit proof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1 000 000.00 and Public Liability Insurance held by Bidder for a minimum value of R500 000.00.

28. INTERPRETATION:

- 28.1.** In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention;
- 28.2.** An expression, which denotes:
Any gender includes the other genders;
A natural person, includes a juristic person and vice versa;
This singular, includes the plural and vice versa;
- 28.3.** Any reference to any statute, regulation or other legislation or official municipal or national policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the signature date and as amended or re-enacted from time to time;
- 28.4.** When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 28.5.** Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
- 28.6.** The municipality shall not be obliged to accept the lowest or any tender. Bidder(s) will be fully evaluated in terms of their experience, human resources, IT resources, data protection and recovery policy and the valuation system utilized by them. In this regard Bidders(s) will have to obtain a minimum rating of 50% before the tender is considered by the Bid Adjudication Committee of the MOGALE City Local Municipality. Whilst price is a consideration, it will not form part of the initial evaluation/qualifying process. However, the monitor and municipal Valuer will comment as to whether in this opinion the Bidder can at the price quotes fulfil the Tender Requirements contained herein.
- 28.7.** It is important that only Bidder(s), with the necessary experience, qualifications and technical ability to carry out the requirements of this tender submit tenders in regard hereto. Municipality will consider all prices and submissions made by the Bidder(s). Should the municipality during its consideration of the tenders required that a specific price and/or submission be reconsidered; it reserves the right to do so, subject to the municipality requesting all Bidder(s) to submit such a request or revision of the Tender Proposal.
- 28.8.** The Bidder/s undertake that it will make itself and its members, officials, employees and agents aware of the appropriate regulations and by –laws of the municipality that might have application of this tender.
- 28.9.** Neither the municipality nor any official in the municipality will be held responsible for loss of a potential opportunity to tender due to the failure of the Bidder complying with any of the requirements of this tender.

- 28.10.** The covering letter or other matter submitted with the official tender document may explain, amplify or illustrate, but not replace any part of the official tender document or the information furnished therein.
- 28.11.** All data supplied by the municipality will be received by the Bidder at his risk. It will be the responsibility of the Bidder to check and verify the accuracy of data supplied by the municipality. Municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations. The Bidder shall further ensure that notwithstanding the source of any data obtained or supplied to the Bidder such data is accurate and corrected to enable accurate valuations to be compiled.
- 28.12.** If the municipality has been appointed a valuation monitor, to monitor and control the valuation process, the monitor shall be responsible for issuing progress certificates to the municipality. Payments will only be made by the municipality against progress certificates signed by the Project Manager and/ or the Municipal Valuer.

29. TENDERS TO BE EVALUATED ON FUNCTIONALITY

- 29.1.** An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- 29.2.** The evaluation criteria for measuring functionality must be objective.
- 29.3.** The tender documents must specify-
- 29.3.1.** the evaluation criteria for measuring functionality;
- 29.3.2.** the points for each criteria and, if any, each sub-criterion; and
- 29.3.3.** the minimum qualifying score for functionality.
- 29.4.** The minimum qualifying score for functionality for a tender to be considered further-
- 29.4.1.** must be determined separately for each tender; and
- 29.4.2.** may not be so-
- (i) low that it may jeopardise the quality of the required goods or services; or
 - (ii) high that it is unreasonably restrictive.
- 29.5.** Points scored for functionality must be rounded off to the nearest two decimal places.
- 29.6.** A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- 29.7.** Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black women owned;
- Based on the management accounts and other information available for the _____ Financial year, the income did not exceed R 10 000 000.00 (ten million rands);
- Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- he entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) _____ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

1. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature_____

Date:_____

Commissioner of Oaths
Signature and Stamp

**MOGALE CITY LOCAL MUNICIPALITY
SPECIAL CONDITIONS OF CONTRACT**

BID NO: F (V) 01/2022

1. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
2. Bid documents must be completed in ink and corrections may not be made by means of a correcting fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
3. If items are not tendered for a line must be drawn through the space on the pricing schedule in pen if applicable.
4. **All bid prices must be in RSA currency and inclusive of VAT.** All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
5. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases.
6. The lowest or any bid will not necessarily be accepted and Mogale City Local Municipality reserves the right to accept the entire or any portion of a bid.
7. In bids where Consortia / Joint Ventures / Sub-contractors are involved, **each party must submit a separate** Tax Clearance Certificate OR Tax Compliance Status (TCS) document.
 - Tax clearance certificate with Tax Compliance Status
 - copy of latest Municipal account (irrespective of the municipal area) as well as all its directors or a lease agreement indicating Rates and Taxes not older than three (3) months.
 - if a bid is submitted by a joint venture, a copy of the memorandum of agreement between the parties;
8. Bids will be opened immediately after the closing date and time in a venue to be indicated.
9. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
10. A Corporate social responsibility contribution of one (1%) Vat inclusive will be levied on all companies/ service providers appointed as successful bidders provided that such companies are not based in the area of jurisdiction of Mogale City.
11. The supply chain management policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.

and must be addressed to:

The Municipal Manager
Mogale City Local Municipality
PO Box 94
Krugersdorp
1740

OR

The Municipal Manager

Mogale City Local Municipality
Cnr. Market & Commissioner Streets

Krugersdorp

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

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provide copy of your company VAT registration Certificate		
2..	Tax clearance certificate and copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
3..	The bidder and its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, which is in arrears for more than three (3) months? No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
4.	Lease agreement/municipal account of not older than three months in the name of the bidding entity. (Copy of the lease agreement should indicate who is responsible for rates, water and lights are part of lease payment).		
5.	<ul style="list-style-type: none"> ▪ Valid B-BBEE Rating Certificate or letter from registered auditor or Sworn Affidavit ▪ Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture. 		
6.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed. MBD 4,MBD 6.1,MBD 8 AND MBD 9		
7.	All pages requiring information have been completed in full and in black ink.		
8.	No pages removed from the tender document		
9.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
10.	JV agreement has been attached and signed (if applicable)		
11.	Bidder must attach the Central Supplier Database (CSD) registration summary report.		

12.	Certified Copies of the directors Identity Documents		
13.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
14.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence.		
15.	<p>Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed.</p> <p>Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.</p>		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorised form of communication will be through the Supply Chain Management Office.**
- ❖ **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**