

KAREEBERG MUNICIPALITY



TENDER DOCUMENT 16/2022

TENDERS ARE INVITED FOR:

KAREEBERG MUNICIPAL VALUATION SERVICES – APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF THE GENERAL VALUATION ROLL FOR THE PERIOD 2023 TO 2028 & SUPPLEMENTARY VALUATION ROLLS.

CLOSING DATE: 18 FEBRUARY 2021

CLOSING TIME: 12H00

ENQUIRIES: MR. A VAN SCHALKWYK
10 Hanau Street, Carnarvon, 8925
(053) 3823 012

NAME OF BIDDING COMPANY:

....

CONTACT PERSON (*FULL NAMES*):

TEL NO: (.....) CELL:

CENTRAL SUPPLIER DATABASE NO:

SIGNATURE OF TENDERER:

INDEX

NO.	DESCRIPTION	PAGE NUMBERS
1	Advertisement	3
2	Invitation to Bid	4
3	Details of Tenderer	5
4	Details of Tendering Entity's Bank	6
5	Resolution taken by the Board of Directors / Members / Partners	7
6	General Conditions of Contract	9
7	Specific Conditions of Contract	20
8	Certificate for Municipal Services	36
9	Schedule 1: Specification of Products Offered	38
10	Schedule 2: Tax Clearance Certificate (MBD 2)	39
11	Schedules 3: Determination of Fees / Pricing Schedule (MBD 3.1)	40
12	Schedule 4: Declaration of Interest (MBD 4)	43
13	Schedule 5: Preference Points Claim Form (MBD 6.1)	46
14	Schedule 6: Company Profile	60
15	Schedule 7: Certificate for Municipal Services	61
16	The Tender Offer	62
17	MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	66
18	MBD9 – Certificate of Independent Bid Determination	68

KAREEBERG MUNICIPALITY / KAREEBERG MUNISIPALITEIT
TENDER NO. 16/2022 / TENDER NR. 16/2022

Tenders are hereby invited from:

KAREEBERG MUNICIPAL VALUATION SERVICES – APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF THE GENERAL VALUATION ROLL FOR THE PERIOD 2023 TO 2028 & SUPPLEMENTARY VALUATION ROLLS.

Completed tenders in a sealed envelope, clearly marked:

Tender No. 16/2022 – for the appointment of a service provider for the preparation of the general valuation roll for the period 2023 to 2028 & supplementary valuation rolls.

Tender documents must be placed in the tender box at the KAREEBERG Municipality, 10 Hanau Street, Carnarvon, 8925 by no later than **12:00** on **18 FEBRUARY 2022**. Tenders will be opened on the same day in the Council Chambers at 12:05. Late or unmarked tenders will not be considered. **Hand-delivered or posted bids are acceptable but tenders received per fax or e-mail will NOT be accepted.**

Tenders will be evaluated on 80:20 basis and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the KAREEBERG Municipality's Supply Chain Management Policy.

The tender document contains detailed information and is more explicit on the evaluation criteria.

For more information, contact Mr. A van Schalkwyk at (053) 3823 012.

The KAREEBERG Municipality does not bind itself to accept the lowest or any tender.

MR. Z MJANDANA
Acting Municipal Manager
Kareeberg Municipality
P.O. Box 10
CARNARVON
8925

Notice number 16/2022

INVITATION TO BID

TENDERS ARE INVITED FOR:

KAREEBERG MUNICIPAL VALUATION SERVICES – APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF THE GENERAL VALUATION ROLL FOR THE PERIOD 2023 TO 2028 & SUPPLEMENTARY VALUATION ROLLS.

BID NUMBER: **16//2022**

CLOSING DATE: **18 FEBRUARY 2022**

CLOSING TIME: 12:00

BID DOCUMENTS MAY BE POSTED TO	OR DEPOSITED IN THE TENDER BOX SITUATED AT
Kareeberg Municipality P O Box 10 CARNARVON 8925	Kareeberg Municipality 10 Hanua Street CARNARVON <u>8925</u>

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

The bid box is open from 7:30 till 16:20, 5 days a week.

Bids must be submitted on the Official Forms and in accordance with the outlines schedules (NOT TO BE RE-TYPED)

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA & associated regulations.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference and must be accompany by Bank Confirmations:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

NB: Please enclosed an original bank confirmation letter with the bank stamp in the tender document.

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ NAME OF TENDERER _____

Held at _____ on _____
 (Place) (Date)

RESOLVED THAT:

- The enterprise submits a Tender to the KAREEBERG Municipality in respect of the following:

TENDER NUMBER: 16/2022

- Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			

CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
MBD 5 – (Declaration for Procurement above R10 Million (VAT Included))	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Pricing Schedule - Is the form duly completed and signed?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Declaration by Tenderer - Is the form duly completed and signed?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

KAREEBERG MUNICIPALITY PROCUREMENT

A. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:

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

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 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 provider in the performance of the contract. Disclosure to any such employed person shall be made

- in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider'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 provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or 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 provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses:
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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 23 of GCC.
9. Packing:
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, 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 provider for similar services.

14. Spare parts:

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

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be

necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

- 16.4 Payment will be made in Rand unless otherwise stipulated.
17. Prices:
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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 exceed 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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the Supplier's Performance:
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties:

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

23. Termination for default:

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

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

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

27.4 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 to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

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

32. Taxes and duties:

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may

- refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are 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.

PRE-QUALIFICATION SPECIFICATIONS CRITERIA:

Bidders should adhere to a Valuation Roll Management System (VRMS)

Pre-qualification Specific conditions of Contract (specifications)

Valuation Roll Management System (VRMS) must include the following minimum functionality:

- The VRMS is required to maintain the municipality's consolidated valuation roll and integrate with the financial system, either through a secure file exchange or an Automated Programmatic interface/service. API (**This is a prescribed criterion and failure to demonstrate this functionality will render the bid non-responsive**)
- The VRMS is required to produce reports to flag discrepancies and prompt identified remedial action through workflow process.
- All GIS data must be spatially stored in a geo-database. The GIS data must be displayed through the VRMS
- The VRMS must have the ability hold and program the valuation model which may be used for the computing the market values.
- The system should allow for reports to be extracted to electronic formats such as spreadsheets, database or CSV.
- The VRMS must allow for interdepartmental messaging to support issuing instructions for the preparation of supplementary valuations.
- The VRMS must enable various documents, photographs, scanned building plans to be attached to the relevant erf records.
- All property attributes collected by the municipal valuer must be stored against the respective erf record within the VRMS.
- The system must accommodate the MPRA's prescribed categories, Section 8, with specific reference to multiple purpose property category and the apportionment of values across the different uses for this category of property. The Municipality has a number of additional categories.
- The VRMS must include industry standard data capture forms for the various valuation methodologies. The minimum requirements as residential, vacant land, agricultural, non residential and sales review.
- The VRMS is required to include audit trail functionality and IT security protocols that are compliant with the Auditor-General's IT requirements.

The VRMS must be capable of producing and extracting the following minimum report types in a format approved by the municipality, typically in electronic format to spreadsheet, database e.g. MS Excel, MS Access or CSV format. Customised reports may be developed with fields designed according to the requirements of the municipality.

- Extract of the valuation roll
- Extract of all valuation roll data including data per property type
- Report of property count per category with market value summary
- Report by exception on missing information
- Generating the valuation roll/s directly from the VRMS
- Able to generate and print Section 49(1) notices for general and supplementary valuation rolls, either in bulk or individually

- Able to generate and print Section 53(1) notices, either in bulk or individually
- Able to generate the Section 52(2) objection review reports for oversight by the Valuation Appeal Board
- Able to generate and print Section 78(5) supplementary valuation notices to review results
- Able to generate and print Valuation Certificates
- Able to generate and print Section 78(5) notices of supplementary changes
- Able to generate and produce reports as contemplated in terms of Section 34 (valuer's progress reporting) and 81 reporting (provincial reporting)

SPECIFICATIONS OF CONTRACT: SPECIFIC CONDITIONS OF CONTRACT (SPC)

1. INTRODUCTION

The KAREEBERG LOCAL MUNICIPALITY is calling for Tenders from experienced and suitably qualified valuers for the compilation of a valuation roll and supplementary valuation rolls in terms of the Local Government Municipal Property Rates Act 6 of 2004 as Amended, within its municipal area of jurisdiction.

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

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

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

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

-To comply withof Section 39 of the Act.

Where the Municipality requires the services of a Municipal Valuer, Tenderer(s) shall be entitled to nominate, Assistant Municipal Valuers to be appointed under his control and authority.

3. SERVICES REQUIRED

Tenders are invited from experienced and suitably qualified Tenderer(s) to compile and maintain the general valuation rolls and supplementary valuation rolls for the period 1 July 2023 to 30 June 2028.

In addition to compiling the said valuation rolls, the Tenderer(s) nominated person/s will be required to assist the Municipality in:-

- (1) The review of the Rates Policy in terms of the Act in regard to valuation matters.

- (2) Community Participation and Public Awareness relating to the valuation and objection process.
- (3) Attending to Valuation Enquiries on behalf of the Municipality.
- (4) The provision of photographs of improved properties, correctly numbered according to municipal erf numbers (optional).
- (5) For purpose of Asset Register (Municipal properties) print land and building values separately.
- (6) Assisting Candidate Valuer/s, working within the Municipality, to obtain practical experience, based on the rules of the South African Council for the Property Valuers Profession.

The Tenderer(s) nominated person/s will be required to undertake the following functions and/or provide the following services in terms of the sections of the Act stipulated below:-

- (7) Valuation of different categories of properties in terms of Section 8(2).
- (8) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by the Municipality.
- (9) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by the Municipality.
- (10) Valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.
- (11) Comply with Section 30.
- (12) Compile the valuation rolls as at date of valuation in terms of Section 31.
- (13) Comply with Section 34 – Functions of Municipal Valuer.
- (14) Section 36 – Data Collectors. Assume responsibility for their performance.
- (15) Comply with Section 37 – Delegation where applicable and if necessary.
- (16) Comply with Section 39 – Qualifications of Municipal Valuers.
- (17) Comply with Section 40 – Prescribed Declarations.
- (18) Comply with Section 41 – Inspection of property within defined days and times.
- (19) Comply with Section 42 – Access to Information.
- (20) Comply with Section 43 – Conduct of Valuers.
- (21) Comply with Section 44 – Protection of Information.
- (22) Comply with Section 45 – Valuation methodology and Section 13.
- (23) Comply with Section 46 – General basis of valuation.
- (24) Comply with Section 47 – Sectional Title Schemes.
- (25) Comply with Section 48 – Content of valuation roll including any additional information that the Municipality may require in terms of this Tender.
- (26) Comply with Section 51 – Processing of objections, if so required by Municipality.
- (27) Comply with Section 52(1)(3) – Compulsory review.
- (28) Comply with Section 53 – Notification.
- (29) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).
- (30) Comply with Section 78 – Supplementary valuations including annual reviews of multiple properties in terms of Section 9 and properties affected in terms of Section 15 of the Act, if so required by Municipality.
- (31) Comply with Section 81 & 82 of the Act. The Tender(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. DEFINITIONS

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 requires the nominated person/s to submit data relevant to the valuation roll to enable the Municipality to use such data in the preparation of their rates policy and draft tariffs;
Date of Final Submission:	shall mean the date upon which the certified roll/s are handed to the Municipality by the nominated person(s);
Specialised Properties:	<p>Specialised Properties are all properties other than residential dwellings, agricultural farming units, typical income producing properties and include inter alia the following type of properties:</p> <ul style="list-style-type: none"> • Regional Shopping Centres e.g. Garden Route Mall • Hotels • Conference Centres • Quarries • Mines • Grain Depots • Private Hospitals • Provincial and/or State buildings such as Civic Centres, Prisons etc. • Airports, Harbours and Stations • Steel Manufacturer e.g. Iscor • Cement Factory <p>The Tenderer shall be required to assist the Municipality to compile a register of Specialised Properties;</p> <p>The register will reflect the property description and method of valuation applied. Where generally recognised methods of valuation are not appropriate in the determination of value, for properties of this nature, the nominated person will be required to obtain the written approval from the Municipality for the method of valuation or technique of valuation to be applied in the valuation of such properties;</p>
Data and Information:	includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this Tender;
Data Ownership:	all data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the Municipality;
Data Transfer:	all data utilised and/or collected by the Tenderer including that of the data capturers, will be transferred by the Tenderer to the Municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognised

<p>Property Master File:</p>	<p>electronic format;</p> <p>shall be defined as a property master file containing all property records of the Municipality relating to the valuation roll whether registered or not at date of valuation. The Tenderer will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.</p> <p>Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the master file. Tenderer shall thereafter administer the township owner's interest account on an ongoing basis as and when entries comprising that township are registered. Unregistered subdivisions will be handled in the same manner as township owner interest accounts.</p> <p>The purpose of the master file is to enable the public and officials of the Municipality to have easy access to all properties registered or unregistered, forming part of either the master file and/or the valuation rolls of the Municipality. The master file and/or valuation rolls will cross reference all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll.</p> <p>Where such information appears in the current valuation roll, it will be transferred to the new valuation roll. It will not be necessary to obtain historic information relating to unregistered entries, other than those appearing on the current valuation roll. All new unregistered entries are to be recorded on either the master file and/or the valuation rolls. All consolidations, excisions, notarial ties, township proclamations etc which result in unregistered records being created will be recorded from date of commencement of this Tender and shall continue for the full duration hereof.</p>
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5. PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

Tenderer will be required to fully comply with the requirements of the Access to Information Act, Act 2 of 2000. In terms of the Promotion of Access to Information Act, Act 2 of 2000, the Municipality is obliged and compelled to provide certain information to the general public.

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

Accordingly, Tenderer will be required to compile a manual as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000 and that such manual will be attached.

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

This directive should if possible be incorporated in the manual submitted in terms of the Promotion of Access to Information Act, Act 2 of 2000.

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

Confidential Information is to be considered as information specific to a property and unique thereto where such information is not available to the general public. Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses etc.

6. CONFIDENTIALITY

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

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

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

7.1 PENALTIES AND DEFAULTS

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

In the event of the Tenderer not conforming to the standards required by the Municipality as contained in the Tender document, Tenderer shall be given 30 days written notice to remedy such default 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;
- 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. The Municipality will give Tenderer 30 days notice to remedy such default, failing which the Municipality shall cancel this Tender without further notice or advise.

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

The Tenderer shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The

adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not. The findings of the adjudicator will be handed to the Municipality, the nominated person and Tenderer. The Municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Tenderer. The nominated person and/or Tenderer shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the municipality shall be final and binding on the Tenderer.

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

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

7.2 PENALTIES

1. Delay in complying with stage 1 of the Tender, R 5 000.00 per day until completion.
2. Delay in complying with stage 2 of the Tender, R 5 000.00 per day until completion.
3. Delay in complying with stage 3 of the Tender, R 5 000.00 per day until completion.
4. Delay in complying with stage 4 of the Tender, R 5 000.00 per day until completion.
5. Delay in complying with stage 5 of the Tender, R 5 000.00 per day until completion.
6. Delay in complying with stage 6 of the Tender, R 5 000.00 per day until completion.
7. Delay in complying with stage 7 of the Tender, R 5 000.00 per day until completion.

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

7.3 RETENTION

The Municipality shall retain an amount equal to 10% of all payments claimed except for amount supplied by valuers. Such retentions shall be paid over to the Tenderer within 21 days of the Final Delivery Certificate having been issued by the Municipality in terms of the definition hereof.

8. INSURANCE

Tenderer's shall submit proof in terms of **Schedule 8** hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1,000,000.00 and Public Liability Insurance held by Tenderer for a minimum value of R2 000,000.00.

9. VALUATION SUMMARY

The Tender requires a valuation roll to be compiled in terms of section 30 of the Act together with the compilation of annual supplementary valuation rolls in terms of section 78 of the Act.

Where a property has been valued in terms of its multiple use, each individual use will count as a separate entry in the calculation of final entries and price.

The Tenderer shall provide the 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.

10. SUPPLEMENTARY VALUATIONS:

Annually, one supplementary valuation rolls will be compiled.

1 July 2024 to 30 June 2025

1 July 2025 to 30 June 2026

1 July 2026 to 30 June 2027

1 July 2027 to 30 June 2028

The Tenderer must maintain a register of all supplementary valuations compiled by the Tenderer and such register will contain provision for monthly reporting on all outstanding supplementary valuations and the reasons thereof.

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

11. OBJECTIONS

The Tenderer must comply with the provisions of sections 51, 52 & 53 of the Act. Venue and infrastructure will be provided to the Tenderer for the duration of the objection period of the general valuation.

12. APPEALS

The Tenderer must attend all hearings of the valuation appeal board hearings. The costs of attending to the hearings.

13. PRINTING AND BINDING OF ROLLS

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

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

14. VALUATION SYSTEM

The Tenderer may after consultation with the Municipal Valuer use the valuation system of the Municipality, if not, then the Tenderer shall satisfy the 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 2000. The minimum requirements of the Valuation System must be as follows:-

- 14.1 If a mass valuation system is used by the Tenderer, the system must be compatible with the valuation system of the Municipality if applicable.
- 14.2 The valuation system must be compatible with the GIS system utilized by the Municipality as well as other management systems that are affected by the valuation process.
- 14.3 The valuation system must be compatible with the billing system of the Municipality
- 14.4 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.
- 14.5 It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.
- 14.6 In the case of property data:

The valuation system must be able to store changes relating to inter alia;- Land use, zonings, size, sub divisions, consolidations, excisions, notarial ties etc.

Current and previous owners; Date of sale and transfer; Sales price; Title deed numbers; Servitudes; Caveats; Type of sale i.e. vacant or improved.

- 14.7 In the case of Valuations:

All current and future valuations.

All changes to valuations to be historically reflected.

Ability to produce monthly supplementary rolls for auditing and checking purposes.

- 14.8 Objections:

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

Name of objector; Name of owner; Objection number; Entry required by objector;

Decision of valuer; Reasons of valuer; Decision of appeal board; Existing valuations and valuations reflected in the valuation roll;

Adjustments made by the appeal board; Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

14.9 Other

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

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.

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

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

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

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

15.1 **DATA BACK UP AND DISASTER RECOVERY PLAN**

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

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

The maintenance and protection of data on behalf of Municipality is critical and vital. Tenderer will ensure that all data protected and backed up is capable of being restored and reinstalled into the valuation system of either Municipality or Tenderer in less than seven working days from date of data disaster.

Where the Tenderer 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.

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

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

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

- The Tenderer will adhere to and comply with the backup hardware manufacturers specifications.
- The Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

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

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

The Tenderer shall ensure that the data protection policy implemented by Tenderer is within the specifications and requirements of the Municipality for the full period of this Tender.

In the absence of a data protection policy, annexed to this Tender the following minimum data collection specifications will apply to the appointed Tenderers.

15.2 DATA TRANSFER

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

Tenderer will ensure that a minimum of LTO 2 Tape Backup technology or equivalent is utilised on a daily basis.

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

Tenderer may utilise optical based media technology for archiving purposes.

Tenderer may utilise optical based media technology for data presentation.

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

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

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

15.3 GENERAL

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

16. KEY TASK FUNCTIONS

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

Stage	Description	Deadline Date
1	Initial Data collection, deeds download, existing valuation roll download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where no existing valuation roll exists creation of property master.	2 months
2	Obtaining of new data necessary to compile valuations:- Including inspections, data capture, sales, measurements, rentals, expense ratios etc.	3 – 4 months
3	Compiling of valuations	2 months
4	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	1 month
5	Date of Evaluation	1 July 2022
6	Submission of draft roll	
7	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the Municipality	1-2 months
8	Objections process as per Act	
9	Valuation appeal board hearing(s)	
10*	Attending to all valuation enquiries	
11	Submission of all data or copies thereof to Municipality & issuing of final delivery certificate	
12	Implementation of General Valuation	1 July 2023

* **Note** These items are optional and may not be required by the Municipality.

17. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

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

18. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION:

Obtain the following:

Copy of current valuation roll; All supplementary valuation rolls; Cadastre information; Aerial photographs if supplied by Municipality; Bulk Deeds download; Download all data onto Tenderer(s) valuation system and create property master; Compare cadastre with the deeds download and

existing Municipal Valuation Roll; Download other data in terms of section 48(2) existing property register; Order aerial photographs if not supplied by Municipality.

Stage 2: DATA COLLECTION:

Includes: - Inspections, measurements, sales, field sheets, data capture forms, updating of historic sales, obtaining relevant data applicable to specific property types, i.e. rentals, turnover, yields, etc. Use of aerial photographs for identification and/or electronic measurement.

Stage 3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

Stage 4: INTERNAL MONITORING OF VALUATIONS:

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

Basis on which the initial roll has been internally monitored must be made available to the Municipality or its appointed monitors.

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

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

Stage 5: SUBMISSION OF DRAFT ROLL:

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

Stage 6: CORRECTIONS TO DRAFT ROLL AND SUBMISSION OF CERTIFIED ROLL:

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

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

After correcting the Draft Roll, if it is a requirement of Municipality to do so, Tenderer shall bind and certify the roll for submission to the Municipal Manager.

Stage 7: OBJECTION PROCESS:

Tenderer will be obliged to attend to the following:

Receive objections in terms of section 50(5);

Comply with section 51 and where section 52(1) is applicable comply with section 52(a) Comply with section 53(1) and 53 (3).

Stage 8: VALUATION APPEALS BOARD HEARINGS:

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

Stage 9: ATTENDING TO ALL VALUATION ENQUIRIES:

The Tenderer will, if required by Municipality attend to all valuation enquiries from time to time regarding the valuation roll and supplementary valuation rolls.

Stage 10: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY & ISSUING OF FINAL DELIVERY CERTIFICATE

Tenderer will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary valuation roll thereafter that a copy of all data in their possession has been provided to Municipality in either an electronic or 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, Tenderer shall issue a signed declaration that he has transferred copies of all data in either electronic or hard copy format to Municipality and will continue to do so at monthly intervals thereafter.

19. PUBLIC PARTICIPATION AND AWARENESS:

Tenderer 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. Tenderer may be required by the Municipality to handle all valuation enquiries on their behalf particularly during the objection notice period and the months during which the first rates account based on the new valuation roll are levied. The costs hereof are set out in **Schedule 3** hereof.

20. METHODS OF PAYMENT:

The Municipality will pay Tenderer on a progress basis measured against performance of each stage.

Stage No.	Description	% Payment	Payable on Completion	Payable in Monthly Payments
1	Commencement phase	10%	√	
2	Data collection	30%		√
3	Valuation compilation	20%		√
4	Internal monitoring	-		
5	Submission Draft Roll	5%	√	
6	Submission of certified roll	5%	√	

7	Objection process and completion of reasons	10%	√	
8	Valuation appeal board hearing	10%	At conclusion of the hearings, or if the date of the appeal board hearings has not been set down within six months after the certified roll has been submitted, then six months after the date of such submission.	
9	Submission of data to Municipality and issue by Municipality of final delivery certificate	10%	√	
		100%		

21. SCHEDULE OF FEES

The Schedule of Fees, **Schedule 3** must be completed in detail by the Tenderer and will be read as the Tenderer fee proposal in terms of this Tender.

Tenders will be evaluated on the following criteria:-

<u>PRICE</u>	80 Points
<u>B-BBEE STATUS CONTRIBUTOR LEVEL SCORECARD</u>	20 Points
Total	100 Points

22. FUNCTIONALITY CRITERIA:

The tender will be subject to Functionality Evaluation Criteria and Bidders should score a minimum of 75 points to qualify for further evaluation.

23. CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the KAREEBERG Municipality's Supply Chain Management Policy,

Clause 28
(i) (c) (ii).

Line	Functional Criteria	Details	Points
1	The person designated as the Municipal Valuer, must comply with Section 39(1)(a) of the MPRA	Registered as a Professional Valuer or Professional Associated Valuer. 6-10 years = 5 points 11 and above = 10 points	10
2	Experience in carrying out General Valuation for municipalities for rating purposes in terms of the MPRA.	Proof confirming successful completion of a General Valuation as the main contractor from a local or metropolitan municipality 11 GV Projects = 30 6-10 GV Projects = 20 1-5 GV Projects = 10	30
3	Valuation Roll Management System Requirements.	Live system modules are linked to accepted business processes. The technical specification document completed by bidders indicates their compliance with the business processes and system requirements by the Municipality. 10 or more projects = 30 5-9 projects = 10 1-4 projects = 5	20
4	Experience in valuations of Renewable Energy Plants.	Proof confirming of a General Valuation where renewable plants were valued. 3 or more projects = 10 Less than 3 projects = 0	15
4	Experience in dealing with Objections and Appeals. All objection applications, the outcome of objection reviews, appeal applications and the outcome of appeals decisions must be tracked within the VRMS.	Proof confirming successful completion of a General Valuation as the main contractor from a local or a metropolitan municipality in processing of objections and appeals utilising a system. 1-3 GV projects = 10 4 or more GV projects = 20	15

<p>Tender Number: 16/2022</p> <p>Name of the Tenderer: _____</p>
--

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
 (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 20

SCHEDULE 1

SPECIFICATION OF PRODUCTS OFFERED

SCHEDULE 2

**PROOF OF REGISTRATION ON NATIONAL TREASURY'S CENTRAL
SUPPLIER'S DATABASE(CSD)**

&

TAX CLEARANCE CERTIFICATE/ TAX PIN NUMBER (MBD 2)

SCHEDULE 3**DETERMINATION OF FEES / PRICING SCHEDULE**

Tenderers are not permitted to change the basis upon which they have been asked to tender. Any variation from the column "How to Tender" will invalidate this **Tender number**

- A.** Entries appearing in the **current Valuation roll**: The Pro rata adjustments will be calculated on the individual rates of items.

Category	Category Description	A	B	C
		Estimated number of entries (±)	Price per Entry (Excluding VAT)	Total price per ESTIMATED number of entries (Excluding VAT) C = (A x B)
BUS	Business properties			
BUSV	Business properties vacant			
AGR	Agricultural Properties			
MUN	Municipal properties			
MUNV	Municipal properties - vacant			
NMON	National monuments			
PBO	Public benefit organization			
POWP	Place of worship - Parsonage			
POW	Place of worship			
PROT	Protected area			
PSI	Public Service Infrastructure			
PSII	Public Service Infrastructure - Impermissible			
PSP	Public service properties - Owned by Government			
RES	Residential properties			
RESV	Residential properties - Vacant			
RDP (RES)	Low-Valued Properties - Residential Housing Projects			
IND	Industrial			
MIN	Mining			
Total Estimated Number of Entries				
			TOTAL	R
			15 % VAT	R
			TOTAL (INCLUDING VAT)	R

B. Supplementary Valuation of properties as prescribed in section 78 of the Act

(The adjustments will be calculated on the individual rates of items on the supplementary valuation roll submitted by the successful Tenderer)

B: Supplementary Valuation: Average Rate Per Entry				
B(1) Properties registered within boundaries of TOWN Areas-	Town Areas – Total of Sample Entries @ rate per entry (Excluding VAT) SAMPLE: ±50 Town Entries in a financial year (This is only an average amount of entries on SV roll per financial year)			
Price	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 1	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 2	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 3	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 4
Price Excluding VAT	R	R	R	R
15% VAT	R	R	R	R
TOTAL (Including VAT)	R	R	R	R
B(2) . Properties registered within Rural Area	Rural properties -Total of Sample Entries @ rate per entry (Excluding VAT) SAMPLE: ±10 Properties in Rural District in a financial year (This is only an average amount of entries on SV roll per financial year)			
Price	(Total=Sample Entries @ rate per entry (Excl. VAT) Year 1	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 2	(Total=Sample Entries @ rate per entry (Excl. VAT) Year 3	(Total= Sample Entries @ rate per entry (Excl. VAT) Year 4
Price Excluding VAT	R	R	R	R
15% VAT	R	R	R	R
TOTAL (Including VAT)	R	R	R	R
TOTAL (INCLUDING VAT) (YEAR 1 + 2 + 3 + 4)			R	

C. Other required pricing of Tender number				
	Price per one entry / person / hour / notice or report (Excluding VAT)			
	Year 1 2023/24	Year 2 2024/25	Year 3 2025/26	Year 4 2026/27
Objections:	<i>Nil</i>	<i>Nil</i>	<i>Nil</i>	<i>Nil</i>
1.1 Section 51 Compliance – Part of compilation fee				
1.2 Section 53(3) – Price per reason	R	R	R	R
Appeal Board Hearings:				
2. Attendance of Professional Valuer at Appeal Board hearing – Price per day	R	R	R	R
3. Public Awareness – Price per hour	R	R	R	R
4. Valuations other than for rating purposes – Price per valuation	R	R	R	R
5. Valuation enquiries as and when required – Price per request	R	R	R	R
6. Additional copies of valuation roll – Price per copy	R	R	R	R
Total (Excluding VAT)	R	R	R	R
15% VAT	R	R	R	R
TOTAL (Including VAT)	R	R	R	R
TOTAL (INCLUDING VAT) (YEAR 1 + 2 + 3 + 4)			R	

SCHEDULE 4

DECLARATION OF INTEREST (MBD4)

MBD 4

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

SCHEDULE 5

PREFERENCE POINTS CLAIM FORM (MBD 6.1)

AND

B-BBEE CERTIFICATE ISSUED

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be

- subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
-----	--	----	--
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

MBD 6.1

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>
--	--

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, 2011.

9. GENERAL CONDITIONS

- 9.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 9.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

9.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

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

9.4 Failure on the part of a bidder to fill in and/or to sign this form and 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

9.5 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.

10. DEFINITIONS

10.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

10.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

10.3 “**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;

10.4 “**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;

10.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

10.6 “**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;

10.7 “**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;

10.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

10.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .

- 10.10 **“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;
- 10.11 **“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;
- 10.12 **“non-firm prices”** means all prices other than “firm” prices;
- 10.13 **“person”** includes a juristic person;
- 10.14 **“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;
- 10.15 **“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;
- 10.16 **“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;
- 10.17 **“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
- 10.18 **“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.

11. ADJUDICATION USING A POINT SYSTEM

- 11.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 11.2 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;
- 11.3 Points scored must be rounded off to the nearest 2 decimal places.
- 11.4 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.
- 11.5 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.
- 11.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

12. POINTS AWARDED FOR PRICE**12.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

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

13. Points awarded for B-BBEE Status Level of Contribution

- 13.1 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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 13.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 13.3 Bidders other than EMEs 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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.

14. BID DECLARATION

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

15. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS

- 15.1 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 an Accounting Officer as contemplated in the CCA).

16 SUB-CONTRACTING

- 16.1 Will any portion of the contract be sub-contracted? **YES / NO (delete which is not applicable)**

- 16.1.1 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? **YES / NO (delete which is not applicable)**

17 DECLARATION WITH REGARD TO COMPANY/FIRM

17.1 Name of firm :.....

17.2 VAT registration number :.....

17.3 Company registration number :.....

- 17.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

17.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

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

17.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

17.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

17.9 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

WITNESSES:

1.
.....

BIDDER(S)

SIGNATURE(S) OF

18

DATE:

ADDRESS:

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

SCHEDULE 6

COMPANY PROFILE

SCHEDULE 7

CERTIFICATE FOR MUNICIPAL SERVICES

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____ duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the KAREEBERG Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender)

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the KAREEBERG Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the KAREEBERG Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the KAREEBERG Municipality and I/we will then pay to the KAREEBERG Municipality any additional expense incurred by the KAREEBERG Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the KAREEBERG Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the KAREEBERG Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: _____

Signature: _____

Capacity: _____

Date: _____

For the Employer:

**KAREEBERG MUNICIPALITY
10 HANAU STREET
CARNARVON
8925**

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <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 IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....

.....

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
 - ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

KAREEBERG MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

