Musina Local Municipality
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TENDER 26 - 2024/25

PROVISION OF SERVICE OF A PROFESSIONAL PROPERTYVALUER FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF THREE YEARS

CLOSING DATE: 20 MAY 2025 @ 11:00

DETAILS OF TENDERER

Company name: _____

Address: _____

_____

Contact person: _____

Contact number: _____

Email address: _____

Bid amount (vat Inclusive) _____

CHECKLIST OF DOCUMENTATION TO BE ATTACHED

Tax Compliance Status Pin Issued	
Certified ID copies of all members / owners /directors / shareholders / Trustees	
Copy of municipal rates and taxes statement of account not older than three months for all directors and for the company	
Certified Copy of newest Financial Statements of company	
Central supplier database registration report	
All other documents as indicated in the General Conditions Document	
NB: INITIAL EVERY PAGE OF THE TENDER DOCUMENT AT THE BOTTOM	

Attach the above documentation to the back of the Tender Document. Failure to submit the requested documentation will lead to disqualification. Should any of the above not be applicable, please indicate it in writing

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING TENDER:
PROVISION OF SERVICE OF A PROFESSIONAL PROPERTYVALUER FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION ROLL FOR A PERIOD OF THREE YEARS

TENDER NUMBER	**26-2024/25**	**CLOSING DATE**	**20 MAY 2025**	**CLOSING TIME**	**11H00**

<u>TERMS OF REFERENCE</u> FOR THE SERVICES OF A PROFESSIONAL PROPERTY VALUER FOR THE COMPILATION AND MAINTENANCE OF THE GENERAL VALUATION ROLL AND SUPPLEMENTARY VALUATION FOR A PERIOD OF THREE (3) YEARS IN COMPLIANCE WITH THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT, 2004 (ACT NO. 6 OF 2004) (AS AMENDED)

1. INTRODUCTION

The Musina Local Municipality is calling for tenders from experienced and suitably qualified Professional Valuers, for the compilation of a General Valuation Roll (GVR) and supplementary valuation rolls in terms of the Local Government Municipal Property Rates Act, Act 6 of 2004, as amended and relevant regulations for the all properties within the Municipal Area.

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

The successful Tenderers must commit themselves to strict confidentiality both during and after the valuation task.

Tenderers must ensure that no conflict of interest occurs during or after the valuation process and if any potential conflict arises, the Tenderer must advise Municipality accordingly.

Tenderers will be required to prepare a project plan in terms of Schedule 7 and to adhere to the time schedules detailed therein, as well as **paragraph 18** hereof.

Municipality will provide the Tenderer with certain data as detailed in **paragraph 14** hereof.

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

2. QUALIFICATION OF MUNICIPAL VALUER

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

The Tenderer(s) must nominate the person to be designated as the Municipal Valuer by completing **Schedule 1.**

In terms of Section 39(2)(a) of the Local Government Municipal Property Rates Act, 6 of 2004, as amended where the Municipality requires the appointment of Assistant Municipal Valuers only, such Assistant Municipal Valuers must be nominated by the Tenderer completing **Schedule 2.**

Where the Municipality *requires* the services of a Municipal Valuer, Tenderer shall be entitled to nominate, Assistant Municipal Valuers to be appointed under his control and authority.
In such cases **Schedule 1 and 2** must be completed. The Municipality reserves the right to:-

Fully investigate the qualifications, experience and performance of the Tenderers nominated person/s in terms of **Schedules 1 and 2** hereof by reference to:

- previous valuation board hearings;
- appeal board hearings;
- arbitration and supreme courts;
- general standing of the nominated person/s within the valuation profession;
- Municipality shall be entitled to obtain references from any professional body that the nominated person/s is associated with;
- Municipality reserves the right to interview the nominated person/s;

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

The Municipality shall not be obliged to approve any request for cession and/or assignment.

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

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

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

3. SERVICES REQUIRED

Tenders are invited from experienced and suitably qualified tenderer(s) to compile and maintain the valuation roll, and supplementary valuations and supplementary valuation rolls for a period of three (3) years.

If the objections ad appeal process regarding the supplementary valuation rolls, referred to in this tender, are not completed by the end of the three (3) years, the Services Level Agreement may be extended as agreed between the successful tenderer and the Musina Local Municipality.

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

(1) The preparation of the Rates Policy in terms of the Act in regard to valuation

(2) Matters.

(3) Community Participation and Public Awareness relating to the valuation and objection process.

(4) Attending to Valuation Enquiries on behalf of the Municipality.

Tenderer's nominated person/s will be required to undertake the following functions and/or services:-

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

(6) Valuation of multiple purpose properties in terms of Section (9) and the review thereof, if so required by Municipality.

(7) Exemptions, reductions or rebates in terms of Section 15 and the reviews thereof, if required by Municipality.

(8) Compile valuations in terms of Section 7(1) and subject to the provisions of Section 30(2), where applicable.

(9) Compliance with the provisions of Section 30.

(10) Compile the valuation rolls as at date of valuation in terms of Section 31.

(11) Comply fully with Section 34 – Functions of Municipal Valuer.

(12) Section 36 – Data Collectors. Assume responsibility for their performance.

(13) Comply with Section 37 – Delegation where applicable and if necessary.

(14) Comply with Section 39 – Qualifications of Municipal Valuers.

(15) Comply with Section 40 – Prescribed Declarations.

(16) Comply with Section 41 – Inspection of property within defined days and times.

(17) Comply with Section 42 – Access to Information.

(18) Comply with Section 43 – Conduct of Valuers.

(19) Comply with Section 44 – Protection of Information.

(20) Comply with Section 45 – Valuation methodology and Section 13 hereof.

(21) Comply with Section 46 – General basis of valuation.

(22) Comply with Section 47 – Sectional Title Schemes.

(23) Comply with Section 48 – Content of valuation roll including any additional information that the Municipality may require in terms of this tender.

(24) Comply with Section 51 – Processing of objections, if so required by Municipality.

(25) Comply with Section 52(1)(3) – Compulsory review.

(26) Comply with Section 53 – Notification.

(27) Comply with Section 69 – Decision of Valuation Appeal Board and Section 34(f).

(28) 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.

(29) Comply with Section 81 & 82 of the Act. Tenderers/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 Local Government Municipal Property Rates Act, Act 6 of 2004, as amended;

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

Date of Final Submission: shall mean the date upon which the certified roll/s are handed to the Municipality by the nominated persons;

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

- Regional Shopping centers e.g. East Rand Mall
- Hotels
- Conference centers
- Quarries
- Mines
- Grain Depots
- Private Hospitals
- Provincial and/or State buildings such as Civic Centre's, Prisons etc.
- Airports, Harbours and Stations
- Steel Manufacturer e.g. Iscor
- Cement Factory

Tenderer shall be required to assist the Municipality to compile a register of Specialized Properties that will enable Municipality to easily refer at any time to such properties.

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

Data and Information: includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy, photographs, field sheets, aerial photographs and/or satellite imagery and/or copies thereof, GIS data, including cadastral and other

spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender; Data Ownership: all data obtained, collected and/or utilized in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the Municipality .

Data Transfer: all data utilized and/or collected by tenderer including that of
the data capturers, will be transferred by the Tenderer to the Municipality on a minimum of a monthly basis and in a format mutually agreed upon. Wherever possible all data should be collected and transferred in a recognized electronic format;

Property Master File: Shall be defined as a property master file containing all property records of the Municipality relating to the valuation roll whether registered or not at date of valuation. Tenderer will be required to record changes and maintain the property master file on an ongoing basis after creation thereof. The total number of valuation entries contained in the master file may vary from the number of entries appearing in the valuation roll. The Property Master File will include properties forming part of the township owner's interest account whether registered or not. The master file will also include the entries of agricultural holdings excised into farms, farms proclaimed into townships and erven consolidated.

Upon proclamation of a township, Tenderer will create the individual entries of all erven comprising that township in the master file. Tenderer shall thereafter administer the township owner's interest account on an ongoing basis as and when entries comprising that township are registered. Unregistered subdivisions will be handled in the same manner as township owner interest accounts.

The purpose of the master file is to enable the public and officials of the Municipality to have easy access to all properties registered or unregistered, forming part of either the master file and/or the valuation rolls of the Municipality. The master file and/or valuation rolls will cross refer all entries that are no longer live deed office entries to their new counterparts appearing in the master file and/or valuation roll.

Where such information appears in the current valuation roll, it will be transferred to the new valuation roll. It will not be necessary to obtain historic information relating to unregistered entries, other than those appearing on the current valuation roll. All new unregistered entries are to be recorded on either the master file and/or the valuation rolls. All consolidations, excisions, notarial ties, township proclamations etc which result in unregistered records being created will be recorded from date of commencement of this tender and shall continue for the full duration hereof.

Example: Erf 14 & 15 Messina consolidated into Erf 300 Messina. Under erven 14 + 15 they will be indicated as unregistered with a cross reference to Erf 300. Under Erf 300 it will be cross-referenced to indicate consolidation of Erf 14 & 15. Holding 16 Havre Agricultural Holdings excised into Portion 315 of the Farm Havre 60 MT. Under Holding 16 it will be referred to as unregistered and under Portion 315 it will cross-refer as "previously Holding 16 Havre Agricultural Holding";

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

The 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, 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 under **Schedule 10** hereof.

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.

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

6. CONFIDENTIALITY

In the process of collecting data and information in terms of section 42 of the Act, Tenderer will have access to sensitive and confidential information. All data accessed, obtained or collected by Tenderer and/or data collectors must at all times be kept confidential and not be disclosed. Tenderer will comply in full with the provisions of section 44 of the Act.
In addition, data may not be used for personal gain by the Tenderer or the Tenderer's business, any employee, 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 Tenderer is required to perform his task to acceptable standards and shall be obliged to meet the deadlines determined by the Municipality.

In the event of Tenderer not conforming to the standards required by the Municipality as contained in the tender document, Tenderer shall be given 30 days written notice to remedy such default 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

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

In the case of dishonesty or corruption the Municipality may terminate this appointment on immediate proof of conviction being made available to Municipality. In all of the other events, the Municipality will give Tenderer 30 days' notice to remedy such default, failing which the Municipality shall cancel this tender without further notice or advice.

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 Nominated Person as well as the Tenderer shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not. The findings of the adjudicator will be handed to the Municipality, the nominated person and Tenderer. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Tenderer. The nominated person and/or Tenderer shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Tenderer and nominated person.

Should the Municipality suffer any losses as a result of the default of 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.

7.2 PENALTIES

Should it be apparent to the Municipality that after Tenderer has been advised in writing by Municipality that Tenderer is in default in complying with the deadlines of either stage 1 or 2 and that Tenderer has failed to rectify such default within the amended time limit set by Municipality then in such event Municipality shall be entitled to cancel the contract and appoint a substitute Tenderer. In such event, Tenderer will supply Municipality with all data collected in his possession and Municipality reserves the right to offset any payment due to 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 made. Such retentions shall be paid over to Tenderer within 21 days of the Final Delivery Certificate having been issued by the Municipality in terms of the definition hereof.

7.4 INSURANCE

Tenderer shall submit proof in terms of **Schedule 8** hereof relating to Professional Indemnity Insurance relating to the nominated person/s to a minimum value of R1,000, 000.00 and Public Liability Insurance held by Tenderer or a minimum value of R500,000.00.

8. VALUATION SUMMARY

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

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

DESCRIPTION	**ESTIMATED NO OF ENTRIES**
RESIDENTIAL	7622
LOW COST HOUSING	1500
NON-RESIDENTIAL e.g. business, industrial etc.	1200
AGRICULTURAL SMALL HOLDINGS used for agricultural purposes only	400
AGRICULTURAL SMALL HOLDINGS used for purposes other than agriculture	50
FARMS used as farming units only	1515
FARMS used for other purposes e.g. industrial etc.	200
UNREGISTERED ERVEN comprising township owner interest accounts	2550
ANY OTHER categories that Municipality may wish to state	
SECTIONAL TITLE UNITS	150
TOTAL ESTIMATED NO OF ENTRIES	**15187**

Tenderers shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Master will be made and compared to the above estimate. The tender price will then be adjusted pro rata on the difference of entries and the price will be calculated on the type of category relating to the entry under item 1.1 to 1.9 of **Schedule 3** hereof.

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

Where a municipality has no existing valuation roll, Tenderer will establish the estimated entries and will thereafter base his tender in terms of the categories reflected under **Schedule 3** hereof.

9. SUPPLEMENTARY VALUATIONS:

Supplementary valuation rolls will be compiled on an annual basis.

Tenderer will be required to submit a certified supplementary valuation roll by the 15th of September of each year.

Supplementary Valuations will be compiled on an ongoing basis as they occur and supplied to Municipality as soon as is reasonably possible. Tenderer will supply the Municipality with a monthly schedule of all supplementary valuations compiled by him and ensure that the property master file is updated continuously as a result of such changes.

Where Tenderer has been appointed to supply GIS services to the Municipality, Tenderer will be obliged to maintain the GIS and reconcile supplementary valuations made with the GIS not less than once per month.

Municipality will require that Tenderer maintains a register of all supplementary valuations in the course of being compiled by 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.

The cost of compiling supplementary valuation rolls and the maintenance thereof shall be based on the fees as set out in **Schedule 3** hereof.

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

10. OBJECTIONS

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

The cost of complying with the objection process is reflected in **Schedule 3.**

At the option of Municipality, tenderer may be required to follow a valuation objection procedure that will include attendances and procedures at “quasi valuation objection hearings”.

Should Municipality so decide, the cost thereof will be reflected in **Schedule 3.**

11. APPEALS

The tenderer must attend all hearings of the valuation appeal board hearings. The costs of attending to the hearings is reflected in **Schedule 3.**

12. DATA COLLECTION AND DATA COLLECTION SYSTEMS

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

The data collected by Tenderer must be capable of being checked, audited, verified and monitored.

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

If the findings of the Municipality and/or the said described bodies indicate that the standard of data collection is not in accordance with the above standards, the Municipality will give Tenderer 30 days written notice setting out their findings and request Tenderer to rectify such default, failing which Municipality shall be entitled to cancel this tender without further notice. Tenderer will be given the opportunity to explain to Municipality the differences between the findings of the Municipality relating to data randomly checked by them and data supplied to them by Tenderer. All data collected by Tenderer in no matter what format is the property of Municipality.

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

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

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

The minimum data to be collected for each category of property is as follows:-

13.1 RESIDENTIAL ERVEN AND BUILDINGS

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

13.2 SECTIONAL TITLE RESIDENTIAL SCHEMES

Name of scheme
Registration no of scheme
Unit and flat no
Exclusive use area
Erf no (cross referred)
Floor level
Unit type i.e. simplex, duplex, etc
No of storeys in the scheme
Participation quota
Owner
Sales date
Sales price
Condition of section
Condition of scheme
View
Adverse features
Positive features

13.3 INCOME PRODUCING PROPERTIES

Size of Erf
Street address if available
Rentable or usable area
Gross building area
Description of units i.e. 12 x 1 bedroom flats 6 x ground floor shops
Rentals actual and/or estimates provided by agents, tenants, landlords etc

Expense ratio to gross income
Town planning zoning
Actual use
Surplus developable land
Other income factors e.g. car bays
Turnover contribution if available
Condition rating
Quality of building rating
Owner
Sales date
Sales price
Sales capitalization rates and other information obtained from agents, brokers, purchasers etc.

13.4 SPECIALISED PROPERTIES

Street address if available
Schedule reflecting description and use of buildings.
Size of all buildings
Data relating to specific type of property e.g. number of beds in hospital etc.

13.5 PROPERTIES USED FOR AGRICULTURAL PURPOSES

Land Size
Analysis of land use e.g. Irrigation, dry land, grazing, homestead land etc.
Description of all buildings including use, condition and functionality.
Estimated schedule of building sizes
Investigation of land claims, land tenure etc.
Owner
Sales date
Sales price

13.6 AGRICULTURAL SMALL HOLDINGS

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

13.7 URBAN VACANT LAND

Size
Address (if available)
Topography/slope Soil conditions
Services
View
Adverse features Positive
Features Owner
Date of sale
Sale price

13.8 MINING LAND

All data relating to the freehold including inter alia offices, hostels, dwellings etc.
Buildings must be measured and fully described.
Mining equipment and/or machinery i.e. shafts, headgear etc are excluded

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

13.9 REGISTERED LEASES

Salient features of the lease

13.10 PUBLIC INFRASTRUCTURE

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

13.11 GENERAL

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

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

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

This requirement will apply to the compilation of the valuation roll as well as the supplementary valuation rolls.

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

Sales are to be recorded and distinguished between vacant and improved sales. Public infrastructure will be valued in terms of guidelines published from time to time.

If building plans are used, they are to be verified and checked against actual buildings erected on the property and the data collected must reflect an “as is” situation found on the site. Categories of properties as well as multiple purpose properties are to be reflected.

Actual use and town planning zonings are to be reflected.

All data collected will be internally monitored, verified and checked by the Municipality on an ongoing basis.

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

Tenderers must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records and reflected under paragraph 9 hereof. The valuation roll must be fully compatible with the billing system of the Municipality. Other data must be capable of being adapted to other systems of the Municipality.

14. INFORMATION AND SERVICES TO BE PROVIDED BY THE MUNICIPALITY AND/OR TENDERER

14.1 UPON APPOINTMENT, THE MUNICIPALITY WILL PROVIDE TENDERER WITH THE FOLLOWING DATA:

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

OPTIONS

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

14.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

	FUNCTION	**MUNICIPALITY TO PROVIDE**	**TENDERER TO PROVIDE/OBTAIN**
1.	Aerial photographs/satellite imagery		✓
2.	Building plans	✓	
3.	Bulk deeds download at commencement date		✓
4.	Cadastre		✓
5.	Copies of all offers received to purchase and/or lease Municipal properties	✓	
6.	Copies of all sales/rental agreements relating to properties sold by Municipality whether registered or not	✓	
7.	Copies of all consent use applications received, approved or declined	✓	
8.	Copies of all township applications, rezonings, consolidations, notarial ties submitted to Municipality	✓	
9.	Copies of all approvals and/or rejections by Municipality of the above	✓	
10.	Copies of all policy decisions relating to immovable property within Municipality	✓	
11.	Copies of water and electricity deposits relating to properties not previously connected	✓	
12.	Development Plan	✓	

13.	Geographic information system	✓	
14.	Monthly clearance certificates	✓	
15.	Monthly Deeds downloads	✓	
16.	Monuments and Heritage buildings declared from time to time		✓
17.	Occupation Certificates where available	✓	
18.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc.	✓	
19.	Report of properties affected by environmental restraints or subjected to onerous environmental impact		✓
20.	Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land		✓
21.	Town planning scheme	✓	
22.	With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township Register.	✓	

14.3 SUPPLEMENTARY VALUATION ROLL

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

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

	FUNCTION	**MUNICIPALITY TO PROVIDE**	**TENDERER TO PROVIDE/OBTAIN**
1.	Aerial photographs/ satellite imagery		✓

2.	Building plans and schedule of monthly completed buildings.	✓	
3.	Cadastre monthly updates		✓
4.	Monthly copies of all offers received to purchase and/or lease Municipal properties	✓	
5.	Monthly copies of all sales/rental agreements relating to properties sold by Municipality whether registered or not	✓	
6.	Monthly copies of all consent use applications received, approved or declined	✓	
7.	Monthly copies of all township applications, rezonings, consolidations, notarial ties submitted to Municipality	✓	
8.	Monthly copies of all approvals and/or rejections by Municipality of the above	✓	
9.	Monthly copies of all policy decisions relating to immovable property within Municipality	✓	
10.	Monthly copies of water and electricity deposits relating to properties not previously connected	✓	
11.	Development Plan and changes thereto	✓	
12.	Geographic information system Monthly maintenance thereof - if applicable	✓	
13.	Monthly clearance certificates	✓	
14.	Monthly Deeds downloads		✓
15.	Monuments and Heritage buildings declared from time to time		✓
16.	Occupation Certificates where available	✓	
17.	Planned roads and other infrastructural services, i.e. proposed reservoirs, power lines, sewer mains, water mains, etc. – ongoing basis	✓	
18.	Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirements – ongoing basis		✓

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

Note:

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

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

15. PRINTING AND BINDING OF ROLLS

Tenderer shall be responsible for providing 7 copies of the valuation roll, one of which will be certified by him. The valuation rolls shall be printed in A3, back to back and shall be appropriately indexed.

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

Additional copies of the valuation roll and/or supplementary valuation rolls will be as indicated in **Schedule 3** hereof.

16 . VALUATION SYSTEM

Tenderer shall satisfy Municipality that its valuation system will adequately be capable of not only producing the valuation rolls, but also storing historic data necessary in terms of the Promotion of

Access to Information Act, Act 2 of 2000. The minimum, requirements of the Valuation System must be as follows:-

16.1 If a mass valuation system is used by Tenderer, the system must be compatible with the valuation system of the Municipality if applicable.

16.2 The valuation system must be compatible with the GIS system utilized by the Municipality as well as other management systems that are affected by the valuation process.

16.3 The valuation system must be compatible with the billing system of the Municipality

16.4 The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.

16.5 It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated or corrupted.

16.6 In the case of property data

The valuation system must be able to store changes relating to inter alia;-
Land use, 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

16.7 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

16.8 Objections

The valuation system must be capable of recording objections and appeals and must reflect -
Name of objector
Name of owner
Objection number
Entry required by objector
Decision of valuer
Reasons of valuer
Decision of appeal board
Existing valuations and valuations reflected in the valuation roll
Adjustments made by the appeal board
Historic records of all objections lodged in terms of the Act against the property from date of commencement and for the full duration hereof.

16.9 Other

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

Building plan data were available, 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.

17.1 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 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.

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

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

- Tenderer will ensure that all data collected manually on paper be scanned into PDF document ‘read only’ format.

- Tenderer shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.

- Tenderer shall enforce all other static documents - formats are set as read only and set the relative permissions on GIS and all third party data.

- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.

- Tenderer will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.

- Tenderer will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Tenderers appointed network administrator/s only.

- Tenderer will ensure strong password protection at the administrator level on the servers referred to in this section.

- Tenderers will ensure that data which is available to the public and not of a confidential nature is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Tenderer's infrastructure or appointed third party service providers infrastructure.

- Tenderer will ensure that all metadata stored in custom designed relational database systems, cannot be altered once entered into the database and must be protected by the maximum levels of protection recommended by the manufacturers and as set out in this schedule.

- Tenderer may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing.

- All data output from a relational database system will be provided and made available in an approved format to municipality.

- Tenderer will ensure that all data is backed up on a daily basis and verified.

- Tenderer will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.

- Tenderer will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.

- Tenderer will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.

- Tenderer will ensure that this backup cycle be enforced for the duration of the tender.

- Tenderer will adhere to and implement the backup software vendors 'best practice' specifications.

- Tenderer will adhere to and comply with the backup hardware manufacturers specifications.

- Tenderer will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

Municipality may review and amend this requirement at any time to keep pace with changes in technology and equipment.

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

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 Tenderer/s.

17.2 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 utilized on a daily basis.

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

Tenderer may utilize optical based media technology for archiving purposes.

Tenderer may utilize 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.

17.3 GENERAL

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

18. KEY TASK FUNCTIONS

Tenderers will be required to follow the stages set out below and adhere to the following deadlines;

			Guide line periods		
STAGE	**DESCRIPTION**	**DEADLINE DATE/ TIMEFRAMES**	**Type A large municipality**	**Type B medium municipality**	**Type C small municipality**

1	Documentation Initial Data collection, deeds down load, 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.	As per Coghsta step-by-step guide for valuation roll compilation	6-8 months	3-4 months	2-4 months
2	Data collection Obtaining of new data necessary to compile valuations: - Including inspections, data capture, sales, measurements, rentals, expense ratios etc	As per Coghsta step-by-step guide for valuation roll compilation	12-18 months	8-12 months	4-6 months
3.	Sales and Market report Compile draft sales and market report	As per Coghsta step-by-step guide for valuation roll			
4.	Compiling of valuations	As per Coghsta step-by-step guide for valuation roll	6 months	4 months	2-3 months
5.	Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation	As per Coghsta step-by-step guide for valuation roll compilation	2-3 months	1-2 months	1 month
6.	Date of valuation	As per Coghsta step-by-step guide for valuation roll compilation			
7.	Submission of draft roll	As per Coghsta step-by-step guide for valuation roll compilation			Municipality may at their option require a draft roll to assist in the determination of their tariffs or
8.	Corrections and submission of certified roll and reconciliation between property master file and existing valuation records of the municipality	As per Coghsta step-by-step guide for valuation roll compilation	1 month	2 -4 weeks	
9.	Objections process as per Act	As per Coghsta step-by-step guide for valuation roll compilation			

10.	Valuation appeal board hearing(s)	As per Coghsta step-by-step guide for valuation roll compilation			

19. GUIDELINES OF WHAT IS REQUIRED IN EACH STAGE:

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

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

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

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

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

20. MINIMUM REQUIREMENTS PER STAGE:

Stage 1: DOCUMENTATION

Obtain the following:

- Copy of current valuation roll (if compiled)
- All supplementary valuation rolls
- Cadastre information
- Aerial photographs

Bulk Deeds download.

Download all data onto Tenderers 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).

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: MONITORING OF VALUATIONS:

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

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:

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)
Attend “Quasi valuation objection hearings” if so requested by the Municipality

Stage 8: VALUATION APPEALS BOARD HEARINGS:

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

Stage 9: SUBMISSION OF ALL DATA OR COPIES THEREOF TO MUNICIPALITY & ISSUING OF FINAL DELIVERY CERTIFICATE

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

Stage 10: ATTENDING TO ALL VALUATION ENQUIRIES:

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

21. PUBLIC PARTICIPATION AND AWARENESS:

Tenderers 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. Tenderers 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.

If the municipality elect to require Tenderer to participate in public awareness and/or public participation, they shall issue a schedule of their requirements which they will attach to this tender.

22. METHODS OF PAYMENT:

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

STAGE NO.	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE IN MONTHLY PAYMENTS
1	Commencement phase	10%	*V*	
2	Data collection	30%		*V*
3	Valuation compilation	20%		*V*
4	Internal monitoring	-		
5	Submission Draft Roll	5%	*V*	
6	Submission of certified roll	5%	*V*	
7	Objection process and/or quasi court attendance	10%	*V*	

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%	*V*	
		100%		

23. SCHEDULE OF FEES

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

24. MANDATORY REQUIREMENTS TO ASSESS EACH BIDDER'S ABILITY TO EXECUTE THE SCOPE OF WORK/CONTRACT

Tenderers are required to provide the following information with respect to **Experience and Project Plan.**

	Capability (Qualifications and competency)
	Project leader must hold a relevant recognized B-Degree in related field.
	Registered with South African Council for the Property Valuers Profession (SACPVP) (Please attached copy of detailed CV, qualifications, and valid up to date Professional Membership.
	Minimum of 4 (four) team members, must have qualifications, experience relevant to this water project. (Attach copies of CV, qualifications, and Professional Membership).
	Company Experience and track record
	Required experience and understanding is a prerequisite. Three references of **SIMILAR WORK** undertaken (preferably last 3 minimum similar projects) – List names, addresses, the phone numbers, fax numbers and e-mail addresses of the three, and briefly describing the type of services provided for them. (Attached proof).

	A comprehensive quality management document is to be submitted that clearly describes the quality assurance processes to be followed. These should include but are not limited to: • Collection of data to be used in valuation (market data); • Collection of physical data; and • Determination of value

Tenderers are required to attach the following documents with the bid:

- Attach Copy of municipal rates and taxes statement of account not older than three months for all directors and for the company
- Attach certified ID copies of all members / owners /directors / shareholders / Trustees
- Attach certified copy of newest Financial Statements of company
- Attach central supplier database registration report
- Provide Tax Compliance Status Pin Issued

25. TENDERERS EVALUATION

Evaluation Criteria

a. All bids will be evaluated and adjudicated in terms of Supply Chain Management regulations, Musina Local Municipality Supply Chain Policy and the Preferential Procurement Regulation of 2022.
b. Assessment Criteria

All bids received will be evaluated as follows:

First stage
Mandatory requirements to assess each bidder's ability to execute the scope of work/ contract and all other requirements as specified in the bid document
Second stage
Price and preference point system

80/20 preferential point system will apply

Price	80
Specific goals	20
Total	**100**

Points will be allocated for specific goals in the following manner

Designated groups	**Number of Points: (20)**
▪ Points for HDI status (51% Black owned)	10
▪ Points for 51% of Women's Equity	4
▪ Points for the black person with Disability	3
▪ Points for 51% owned Youth firm	3
Form not completed or submitted	0

NOTE:
The bidder must submit a CSD number or CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not (Medical certificate will be used to verify the disability status of the bidder) in order to claim the preferential procurement points.

26. GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIFICATION

This section will only apply if required by the Municipality. If the Tenderer is required to provide a GIS, the following will be the minimum requirements and specifications of such a system.

26.1 GENERAL DESCRIPTION OF SERVICE

The Tenderer will employ a GIS in a supportive role to:

- Identify and describe the cadastral boundaries of each property within the municipal area;
- Guide Valuation Inspectorate to the sites to be inspected;
- Balance the properties of the municipal area with the entries registered in the Deeds Office as well as the Surveyor-General;
- Display geo-referenced aerial photographs of the area so as to provide the Valuer with a clear picture of the subject properties;
- Maintain the cadastral data during the maintenance period so as to reflect the properties contained in the valuation roll at all times.

26.2 GIS DATA STANDARDS

The following minimum standards will apply in respect of the GIS data format and compatibility:

- All GIS data will be available in a format compatible with the GIS of the Musina Local Municipality;

- Cadastral data will be available in geographic coordinates on the WGS84 datum;

- The sizes of cadastral entities represented by means of the GIS, shall match the registered size of such properties, subject to a deviation of acceptable tolerance;

- A copy of all aerial photography used by Tenderer will be provided to Municipality in either electronic and/or hard copy versions, 30 (thirty) days after submission of the certified valuation roll;

- Municipality must state the maximum age of aerial photography and/or satellite imagery to be used. As a guide line where no spatial data base representing footprints of buildings is available, older aerial photographs which are more economical to obtain can be used. However, where aerial photographs are required to detect changes in the data from year to year, only new photographs can be used.

- Despite the age of the aerial photography used in the valuation process, it remains the responsibility of the Tenderer to ensure that the data reflected on the valuation roll is an accurate and true reflection as at date of valuation of what is found on the properties

comprising the roll. Tenderers must therefore use ground control measures to verify and confirm the results obtained from aerial photography.

The GIS shall be fully compatible with the Tenderers valuation system. As well as being compatible with the municipal system.

26.3 SPECIFICATIONS OF AERIAL PHOTOGRAPHY REQUIRED FOR DATA COLLECTION

Where Tenderer is required as a condition of tender to supply such photography in terms of item 1, paragraph 14.2 hereof. The following minimum specifications will apply:

DESCRIPTION	SPECIFICATION	
	Urban	**Rural**
Colour	Nice to have but panchromatic will suffice	
Scale of negatives	1:10 000	n.a.
Off-nadir angle	0° - 15°	
Digital format	Tiff or Mr. Sid with the applicable world file (*.tifw or *.sidw).	
Projection	Transverse Mercator 29° East	
Datum	WGS84	
Accuracy	<= 1m	5m to 15m
Resolution	<= 0,25m	0,50m to 1,25m
Ground control	Yes	No
Ortho rectification	Yes	Yes
Mosaicing	Yes	Yes
Geo-referencing	Yes	Yes
Collection method	Aerial photography	Aerial photography or satellite imagery
Application	Suitable for capturing footprints of buildings and structures as well as broad land uses	Suitable for capturing broad land uses and identify position and approximate size of buildings and structures
Cloud cover	<5%	

27 Compulsory Briefing session

No briefing session will be conducted

NB: CRITICAL CRITERIA

1. **ONLY BIDDERS WHO ARE REGISTERED ON THE CENTRAL SUPPLIER DATABASE WILL BE CONSIDERED FOR APPOINTMENT**
2. **ALL PAGES OF THE BID DOCUMENT MUST BE INITIALED AND SIGNED WHERE REQUIRED**
3. **BID DOCUMENT MUST BE COMPLETED IN INK**
4. **BID DOCUMENT MUST BE PROPERLY RECEIVED IN A SEALED ENVELOPE CLEARLY INDICATING THE DESCRIPTION OF THE SERVICE AND THE BID NUMBER FOR WHICH THE BID IS SUBMITTED**
5. **THE BID MUST BE DEPOSITED IN THE RELEVENT TENDER BOX AS INDICATED ON THE NOTICE OF THE BID ON OR BEFORE THE CLOSING DATE AND TIME OF THE BID**
6. **BIDS MUST COMPLY WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE BID**
7. **ALL PRESCRIBED SUPPORTING DOCUMENTS AS SPECIFIED IN THE BID DOCUMENT MUST BE ATTACHED**
8. **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

MUSINA LOCAL MUNICIPALITY

******

INFORMATION BROCHURE

FOR THE USE BY

PROSPECTIVE BIDDERS

******

Completion of Bid Documents

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MUSINA LOCAL MUNICIPALITY

	Contents	Page no
1	Invitation to Bid	1-30
2	Information Brochure	31-37
3	General Conditions of Contract	38-49
4	Preference point explanation	50-56
5	Forms to be completed by the Bidder (see page 2 of tender document for checklist)	57-87

PLEASE NOTE:

THIS BID DOCUMENT MUST BE SUBMITTED AS A WHOLE AND ALL FORMS THOROUGHLY COMPLETED, DO NOT REMOVE ANY PAGES.

ALL DOCUMENTATION AS ON THE CHECKLIST MUST BE ATTACHED TO THE BACK OF THE DOCUMEN

1, GENERAL

Bids/proposals invited by the Musina Local Municipality are subjected to the Councils **"General Conditions of Contract with Regards to Tenders Procurement Policy of Council** and any other document supplied with the Bid Document. It is of vital importance that bidders study this information document thoroughly in order to be fully acquainted with the terms and conditions contained therein.

This information document will be supplied with every bid/proposal document issued by the Council.

The advertisement in the newspapers will contain information regarding the Bid Number, Closing Date and Time, short Description of requirements, from where bid documents can be obtained and the address to which the bid documents must be submitted. It is the responsibility of a bidder to ensure that a bid is submitted on time at the correct address.

BIDS/PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME BE LATE AND CANNOT BE ADMITTED FOR CONSIDERATION.

The purpose of the advertising of a bid firstly to expose the requirement as widely as possible and secondly to offer an equal opportunity to as many firms as possible to submit bids/proposal, thereby promoting fair competition.

A bid is a **written offer** on the official bid documents from the bidder to the Council and if accepted by the Council, a letter of acceptance is issued and a **binding contract** comes into effect.

2. BID DOCUMENTS

2.1 Specific standard forms are used to compile a bid document. These forms vary depending on the requirements.

A bid document will consist of all or any of the following;

1 Invitation to bid.
2 Information Brochure.
3 General Conditions of Contract.
4 Preference Point Explanation.

Forms to be **completed** by Bidder.

A. Form of Bid.

B. Signatory Authorization.

C. Declaration of Interest.

D. Certificate of Preference Claimed by Bidder for Local content and SABS mark.

E. Contract between Council and Bidder in terms of the Occupational Health and Safety Act (Act 85 of 1993)

Each of the above documents will be discussed separately.

2.1.1 **The Form of Bid** must be completed by the Bidder in black ink and must be duly signed by him as well as two witnesses. Failure to complete this document will result in the whole bid document being rejected.

2.1.2 **The Signatory Authorization** must be completed by the Bidder. Failure to do so will render the bid document void.

2.1.3 **General Conditions of Contract in Regard to Bids.** The Bidder must take note of this document and must adhere to the conditions stipulated therein. This document forms part of the bid document and the specifications.

2.1.4 **Certificate of Preference. (Local content and SABS marking).** If this document is not completed, no preference will be considered on any local contents or SABS marking. It is in the best interest of the Bidder to complete this document. Care should be taken as to the percentages claimed as Council reserves the right to demand proof thereof.

2.1.5 **Preference Point Certificate.** In order to create an enabling environment for historically disadvantaged individuals (HDI's) to participate in public sector procurement activities, a preference mechanism had been introduced. The aim is to provide for a preference points system based on equity ownership by historically disadvantaged persons in an enterprise and will be applicable on all requirements.

Points will be adjudicated on the following basis:

	Value <R50 000 000	Value >R50 000 000
Price	80	90
Equity ownership by HDI's	20	10
TOTAL	**100**	**100**

On this form the Bidder must indicate the names and percentage equity ownership of historically disadvantaged persons within the enterprise. The preference points system will be applied only after all those bids which comply with the specified requirements were brought to a comparative level and the bid may then be awarded to the Bidder that scores the highest points provided that the bid adhere to all the specifications.

The definitions contained in this form must be studied carefully. It should also be noted that the form contains a declaration and incorrect or misleading information could have serious consequences for the Bidder.

2.1.6 **Declaration of Interest.** In order to ensure that all Bidders receive fair and equal treatment, it is necessary to complete this form. All bids received must be evaluated and adjudicated objectively without favoritism and without acting to the detriment of any person.

2.1.7 **Specification.** All offers made are evaluated for compliance against the information furnished on the specification. Should a bid document make reference to a National or International specification listed hereunder, then bidders must ensure that the relevant specification is adhered to and that they comply with the specific specification. If the requirement is subject to a certain specification, such specification must be obtained directly from:

SABS
Private Bag X 191
PRETORIA
0001

List of Specifications:

ARP	Recommended Practice
BS	British Standard
CISPR	International Special Committee on Radio Interference
CKS	Coordination Specification
DIN	Deutsche International Norm
ECE	Economic Commission for Europe
EEC	European Economic Community
EN	European Standard

ENV	European Pre-Standard
IEC	International Electro-technical Commission
ISO	International Organisation for Standardisation
MPT	Mobile Service of the Radio Communications in Britain
NRS	Rationalised User Specification
SABS	South African Bureau of Standards
SABS SM	SABS Standard Method
VC	Compulsory Specification (technical regulation)

The specification will contain all the information and requirements to which the product must comply. The specification must be studied carefully and against each requirement it must be indicated whether it complies with the specified requirements, by inserting **Yes** or **Comply** where applicable. Any deviation from the specification must be clearly indicated. **Incorrect and misleading information furnished by a Bidder will invalidate the tender.**

In the event a Bidder wrongly indicated that the product/service is to specification, it will be expected of that tenderer/contractor to, in terms of the contract, supply a product that does conform to the specification at his bidding price.

2.1.8 **Special conditions.** Special conditions will inter alia be applicable on requirements other than normal requirements. Special conditions provided for in the bid document must be studied with care as any deviation there from may result in the disqualification of a bid. Should any of the special conditions be in conflict with the conditions contained in the rest of the document, the special conditions will take precedence.

3. IMPORTANT NOTES

3.1 It is the responsibility of the bidders to ensure that their bids are submitted before the closing time to the correct address. Tenders received after the closing date and time are late and will **NOT** be considered.

Please note that the **Tender Box** of the Council is open from 07:30 to 16:00, Mondays to Fridays, excluding public holidays.

The **Tender Box** is situated at the Reception Office - Room 53 (cnr of Irwin and Scholtz)

3.2 The bid document as well as the relevant forms must be signed in black ink. **Failure to sign ALL relevant documents will invalidate the bid. All pages of the bid document must also be initialled.**

3.3 A definite price must be indicated in the bid document and statements such as "price to be negotiated" or "to be advised" are not acceptable and will be disregarded.

3.4 Tenders submitted by facsimile, telex, telegram or e-mail **WILL NOT BE CONSIDERED.**

3.5 It should be noted that bids are valid for a certain period (normally 90 days), during which period the Municipality will evaluate and consider the bids received. During this period bidders should not make enquiries with regard to the adjudication of a bid as such enquiries are time consuming and information cannot and will not be given.

3.6 The complete Bid Documents obtained must be submitted in the same order and no part thereof must be removed or omitted

3.7 Conditional discounts will not be taken into consideration in the calculation of comparative prices.

3.8 All bid documents must include the following documents:

Tax Compliance Status Pin Issued
Certified ID copies of all members / owners / shareholders / Trustees
Copy of municipal rates and taxes statement of account not older than three months for all directors and for company
Certified copy of newest annual Financial Statements of company
Central supplier database registration report
All other documents as indicated in the General Conditions Document

3.9 The Bidder's documentation (covering letters, certificates etc.) must be attached at the back of the official bid document. (i.e. After the Councils price schedule)

This document is compiled to the specifications of the PREFERENTAIL PROCUREMENT POLICY FRAMEWORK ACT, Act 5 of 2000.

MUSINAL LOCAL MUNICIPALITY

CONTRACT FOR THE SUPPLY AND DELIVERY OF GOODS AND/OR THE EXECUTION OF WORKS.

GENERAL CONDITIONS OF CONTRACT WITH REGARD TO BIDS

1. DEFINITIONS

Unless inconsistent with or expressly indicated otherwise by the context –

A **"Approved"** or **"Approval"** shall mean approved or approval by the Council or its representative defined in the specifications.

B **"Council's representative"** shall mean the head of a directorate or any other official of the Council mentioned in additional bid conditions or specifications as the case may be.

C **"Council"** shall mean the Musina Local Municipality

D i. **"Contractor"** shall mean the Bidder whose bid has been accepted by the Council and shall include the Bidder's legal personal representative, heirs, successors and assignees.

ii. **"Sub contractor"** shall mean the supplier who, on a regular basis supply the contractor with material and small parts in regard to his contract with the Council.

E **"Contract"** shall mean and include the Council's General Conditions of Contract in regard to Bids, form of bid, special conditions of the contract, the specifications including any schedules, drawings, patterns, samples approved by the Council's representative relative to the contract, and any agreement entered into in terms of the Council's General Conditions of Contract in regard to Bid's, herein-after referred to as "The General Conditions".

F **"Contract Price(s)"** shall mean the price(s), including Value-Added Tax. Bid by the contractor and accepted by the Council for the execution of the contract.

G **"Date of delivery"** shall mean the date stipulated in the contract for the delivery of the goods and the completion of the works.

H **"Date of bid"** shall mean the date and time on which bids are due to be deposited in terms of the advertisement calling for tenders.

I **"Delivery"** shall mean delivery in compliance with the terms and conditions of the contract at the point of delivery specified in the contract.

J **"Goods"** shall mean the machinery, plant, equipment, apparatus or materials to be supplied under the contract.

K **"Month"** shall mean the calendar month.

L **"Site"** shall mean the building or ground or any other place in which or on which or over which goods are to be stored, installed or used.

M **"Specification"** shall mean the specification annexed to these General Conditions.

N **"Writing"** shall mean and include any manuscript, typewritten or a printed statement, under or over signature of seal as the case may be.

O **"Work"** or **"Works"** shall mean and include goods to be provided and work to be done by the contractor in terms of the contract.

2. BIDDER TO SATISFY HIMSELF AS TO CONDITIONS AND DETAILS OF BID

The bidder, by bidding, shall be deemed to have satisfied himself as to all conditions and details affecting the bid.

3. COMPLETE ACCEPTANCE OF CONDITIONS

3.1 The bidder shall be deemed to know and understand the General Conditions of contract in regard to bids and the submission of a bid shall presume complete acceptance thereof. The non-acceptance or variation of any of these conditions or the inclusion of any other condition will render the bid liable to rejection.

3.2 If the Council imposes special conditions in respect of a contract, such special conditions must be contained in the specifications of the contract and be supplementary to the General Conditions mentioned here-in; provided that the special conditions shall apply when it is contradictory to the General Conditions.

3.3 Subject to the provisions of the foregoing sub-clauses, the Bidder may qualify any of the said conditions; but no qualification of a condition shall, if his bid is accepted, form part of his contract with the Council unless at the time of bidding it is indicated in writing specifically in relation to each and every condition and the exact extend to which it is qualified.

4. ASSIGNMENT

4.1 This contract is personal to the contractor and the contractor shall not subject, assign or make over the contract or any part thereof, or any share or interest therein, to any other person without the written consent of the Council and on such condition as it may approve.

4.2 This clause shall not apply to sub-contracts given to regular suppliers of the contractor for materials and minor components relating to the goods to be supplied. The Council reserves the right to demand from the contractor to submit the names of any such sub-contractors for its approval.

5. SHORTCOMINGS

If discrepancies, contradiction or default of agreement seems to be present in the description, the measurements, the qualities or the quantities mentioned in the contract, the contractor must, before proceeding with the execution of the contract or part thereof in which the aforementioned shortcomings see to appear, refer the matter to the Council's representative for decision.

6. QUALITY AND GUARANTEE

6.1 All goods supplied shall be equal in all respect to samples, patterns, or specifications where such are provided.

6.2 If the Council should after acceptance of the bid and/or during the manufacture of the specified goods, decide on recommendation from the Bidder or otherwise to modify or change the specification in the Council's favour, such modification or change shall be implemented by the contractor to the Council's satisfaction.

6.3 Tests and analysis may be made as deemed necessary, and the costs thereof shall be borne by the Council provided it is proved that the goods are of the stipulated quality, failing which the cost shall be defrayed by the contractor; the Council to have the right to deduct such cost from the payments due to the contractor or otherwise to recover the same from him.

6.4 The contractor shall not be relieved of his obligations in respect of the sufficiency of the materials and workmanship and the quality of the goods by reason of no objection having been raised thereto by the Council's representative at the time the goods were delivered.

6.5 If at any time but not exceeding six months after delivery, or within the period laid down in any supplementary or special conditions of contract, the Council proves that the goods or any part or parts thereof is/are faulty or of inferior quality or workmanship or of poor design, or on account of the goods not being in strict accordance with the contract, the contractor shall immediately remedy the said defect free of cost to the Council.

Should the contractor delay remedial work in excess of the time stipulated by the Council's representative, the Council may have such remedial work executed at the contactor's expense. Should the Council decide that the defect is such that it cannot be remedied, the goods may be rejected and held at the risk and expense of the contractor and shall, on request of the Council, immediately remove the goods after notification that it is rejected. The contractor shall be responsible for any loss the Council may sustain by reason of such action as the Council may take in terms of this clause.

6.6 The risk in respect of all goods purchases by the Council under the contract shall remain with the contractor until such goods have been delivered to and received by the Council.

6.7 The principal feature of the goods and works are described in the specification but the specification does not purport to indicate every detail of construction or arrangement of goods and work necessary to meet the requirements. Omission from the specification of references to any part or parts shall not relieve the contractor of his responsibility for carrying out the work as intended by the contract.

6.8 If any dispute shall arise between the Council and the contractor in connection with the quality and guarantee of the goods, either of the parties may notify the other in writing, of the existence of such dispute, which shall thereupon be referred for the arbitration in South Africa of a person to be mutually agreed upon. Such submission for arbitration takes place in terms of the arbitration laws in force in the Republic.

7. ALTERNATIVES

The Bidder may submit alternatives which, in his opinion, are to the Council's advantage economically and technically.

8. VARIATIONS

6.9 In the event of bids being offered for goods differing or varying from requirements of the specification, al such differences or variations shall be clearly indicated and describes in the bid.

9. DEFAULT

Should it appear to the Council that the contractor is not executing the contract in accordance with the true intend and meaning thereof, or that he is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then and in any of such events the Council may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case the Council shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the contractor may have neglected to do, or to take the contract wholly or in part out of the contractor's hands and order from any other person. The contractor shall be responsible for any loss the council may sustain by reason of such action as the Council may take in terms of this clause.

10. PATENTS

10.1 The Council accepts that the contractor that there will be no violation to patent or other commercial rights or privileges from this contract or due to the use of any article being part of the contract.

10.2 If and when notice is given to the contractor by the Council, the contractor shall

10.2.1 defend any claim or lawsuit instituted against the Council in regard to alleged violation or the non-payment of patentee shares at his costs;

10.2.2 Pay or repay the Council any or all moneys payable or paid by the Council for patentee shares or otherwise, as well as any expense,

legal costs, loss or damage concluded or sustained by the Council for such claims or lawsuit.

11. PACKING

All goods shall, at the cost of the contractor, be crated or packed according to commercial custom. Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the Council.

12. PAYMENT

Except otherwise determined in the additional or special contract specifications, payment shall take place as follows:

The Council shall pay for material supplied by the contractor within thirty days following the month the delivery took place on condition that a statement is delivered by the contractor to the Council within such time that it is readily possible to make such payment timeously.

13. PARTICULARS TO BE SUPPLIED

13.1 Proof must be submitted before appointment whether or not the goods offered comply with the specification.

13.2 Required particulars not furnished, may result in non-compliance to the specification.

13.3 Bidders must state the country of origin and the name of the manufacturer of the goods, or any part thereof, offered. Documentary proof must be produced by the Bidder if required by the Council.

14. FIRM BIDS

Bidders may submit firm bids which shall be free from all price fluctuations.

15. QUALIFIED/UNQUALIFIED TENDERS (PREFERENCE)

The Council may, whilst considering the bids:

15.1 render preference to bids of which qualifications and conditions are most favourable;
15.2 render preference to firm bids;
15.3 (where bids are subject to price fluctuations) render preference to bids where:

15.3.1 the price factor controlling the selling price is such that any fluctuations in the price can be easily proved;
15.3.2 labour costs are excluded as a factor controlling price fluctuations.

16. PREFERENTIAL SCALES

16.1 Where goods, produced, manufactured or assembled on South Africa competes with goods imported, such goods will be preferred when bids are compared on a basis as determined by the Administrator from time to time.

A separate certificate on local contents and SABS markings are attached hereto. Bidders must note that the Council is bound to take local preference in consideration.

16.2 Certification of local content preference claimed

Any Bidder who claims preference for goods wholly or partially produced, manufactured or assembled in South Africa, shall certify the percentage of preference he is entitled to and ensure that the costs are fully and accurately determined to his best knowledge, belief and experience and in accordance with the genuine local content. The Council may at any time if he so wishes, demand that a sworn statement and documentary proof to this effect be submitted. In the event of a contract allocated to a Bidder as a result of preference claimed and it is later proved that the preference claimed were too big, the Council may besides any legal means it possesses:

16.2.1 recover all costs, losses or damages suffered by the Council, for such acceptance of the bid, form the Bidder;
16.2.2 impose a fine not exceeding 5% of the contract price;

16.2.3 recover all costs, losses and damage mentioned in paragraph (a) from the Bidder and impose a fine mentioned in paragraph (b)

16.3 Where preference is claimed in terms of Historically Disadvantaged Individual (HDI), such claims will be considered by the Council on a basis as determined by Preferential Procurement Policy Framework Act (Act 5 of 2000)

Separate certificates on preference claimed for HDI and Declaration by Bidder are attached hereto. Preference claims hereunder shall only be considered if these two documents are completed and signed.

16.4 In the event of a contract allocated to a Bidder as a result of preference claimed under 3 above and it is later proved that the preference claimed were not correct the Council may, besides any legal means it possesses;

16.4.1 recover all costs, losses or damages incurred or sustained by the Council as a result of the contract; and/or
16.4.2 cancel the contract and claim any damages which the Council may suffer by having to make less favourable arrangements after such cancellation; and/or
16.4.3 impose a penalty not exceeding 5% of the contract price.

17. CONTRACT PRICE SETTLEMENT

If the Bidder wishes to place the risk of a rise or fall of certain cost items on the Council, it should be specifically mentioned on which items or factors this risk is applied to and at what tariff is calculated.

Failing to mention any factors or items reserved according to this clause (except clause 27) it will be accepted that the bidding price is a fixed delivery price.

In all cases of price fluctuations, documentary proof to the Council's satisfaction should be submitted for all items and prove of prices the Bidder paid for such items shall be forwarded irrespective whether an increase is claimed or otherwise.

If the Bidder fails to deliver the goods or to execute the contract within the specified time or the extended period according to clause 22 (c), he is not entitled to claim any additional costs for labour and/or material, but the Council reserves the right to

deduct any benefit due to him in the event of a decrease in prices of items subject to price fluctuations.

18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of the provisional of final sequestration of the contractor's estate, being ordered or if application for such an order is being made, or in the event of the contractor making application for the surrender of his estate, or if he shall enter into, make or execute any deed of assignment or other composition benefit of his creditors, or purport to do so, or if the Court shall make an order for the liquidation of the contractor being a company, and without recourse to law, to terminate the contract without payment of any compensation to the contactor for any damages sustained by it in consequence of one or other of the aforementioned events.

19. PERIOD FOR WHICH BID HOLDS GOOD

The submission to the Council of a bid, constitute an agreement between the Bidder and the Council whereby such bid shall remain open for acceptance by the Council for the period mentioned in the bid, during which period the Bidder agrees not to withdraw the same or impair or derogate from its effect. If no period is mentioned, the bid shall remain open for acceptance for a period of 90 days.

20. FORMAL CONTRACT AND SURETY SHIP

The contractor shall, when required by the Council, conclude a formal contract and surety ship compiled by the Council within seven days from the date that the document are ready and if necessary also be signed by his surety. All costs, stamp duty and other advances shall be born by the contractor.

The security requires by the Council in terms of this clause shall not exceed ten percent (10%) of the total contract value.

21. GENERAL

21.1 The quantities of all goods offered or delivered are to be nett weights and metric measures according to South African Standards.

21.2 All prices shall be quoted in South African currency. Any discount or brokerage allowed to the Council must be stated in the form of bid.

21.3 The lowest or any bid will not necessarily be accepted and the Council reserves the right to accept part of any bid only

21.4 Should there be any difference or discrepancy between the prices or particulars contained in the official form of bid and those contained in the covering letter of the bid the prices or particulars contained in the official form of bid shall in all circumstances prevail.

21.5 The bid must be submitted on the form of bid and forwarded in a sealed envelope addressed and endorsed as indicated on the said form of bid and in the advertisement calling for bids.

21.6 Bids must be placed in the Tender Box that is provided for the reception of bids, or posted to reach the City Secretary not later than the advertised closing date and time.

22. DELIVERY

22.1 Bidders shall state in their bids and in the form of tender the minimum time required to fulfil the contract. Delivery shall be made in accordance with the requirements set out in the special conditions of the contract or the specification.

22.2 The delivery of goods and the execution of works arising from this bid shall be done by the Bidder only upon receipt by the Bidder of an official order issued by the Council. Delivery shall be made free of all charges to the Council.

23. MARKING OF GOODS

All goods shall be clearly marked in accordance with business practice or in the manner stipulated in the specifications.

24. LAW TO APPLY

The contract shall in all respects be constructed in accordance with the law of the Republic of South Africa, and any differences that may arise between the Council and the contractor, in regard to the contract shall be settled in the Republic of South Africa at Musina.

25. IMPORT CONTROL

Goods imported are subject to conditions imposed by the Director of Import and Export at date of bid and the Council shall not necessarily undertake to support any applications for import permits.

26. CANCELLATION OF BID AND/OR CONTRACT

When it is found that a Bidder or Contractor:

26.1 a.

a. promised to pay or paid any compensation, fee, bonus, discount or other remuneration to anybody handling a bid or contract for the acquisition of a contract;

b. executes a contract unsatisfactorily;

c. is guilty of disfiguration to provisions of the General

Conditions or any other special Contract Conditions or any other special Contract Conditions that applies;

d. Act in a deceptive way or "mala fide" towards the Council or Municipal Department.

The Council may, taking into account all the circumstances and without prejudice to any of the legal remedies it possesses towards

i any loss and/or damage sustained,

ii any additional cost or expense in the event of new bids being called for, or al less favorable bid be accepted.

Immediately disqualify the Bidder or cancel the contract.

e. Fail to provide an acceptable guarantee on the pre-determined date.

f. Fail to commence or deliver on the agreed commencement or delivery date

26.2 The Local Municipality reserves the right to call for new bids for goods/work referred to in this bid documents if the price of any goods/work increases for any reason whatsoever after the Council has accepted the bid.

27. AMENDMENTS TO RAIL TARIFFS

Any amendment to rail tariffs between the bidding date and delivery date will be for the account of the Council on condition that the goods are delivered on delivery dates.

MUSINA LOCAL MUNICIPALITY

PREFERENCE POINT EXPLANATION

NB: BEFORE COMPLETING THIS CERTIFICATE, BIDDERS MUST CAREFULLY STUDY THE GENERAL CONDITIONS AND GENERAL DEFINITIONS AS WELL AS THE DEFINITIONS AND DIRECTIVES APPLICABLE TO EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS IN AN ENTERPRISE.

1. GENERAL CONDITIONS:

1.1 The preference point system is applicable to all local manufacturers/ suppliers/service providers.

1.2 Failure on the part of a Bidder to fill in and/or to sign the certificate will be interpreted to mean that point preference is not claimed.

1.3 The Musina Local Municipality reserves the right to require of a Bidder, either before a bid adjudicated or at any time subsequently, that he/she should substantiate any claim in regard to preference, n any manner required by the Council.

2. GENERAL DEFINITIONS:

The defined words and expressions printed in **bold** letter, shall have the meanings herby assigned to them unless such meanings are inconsistent with the context of a particular tender or contract:

2.1 **Control:** The possession and exercise of legal authority and power to manage the assets. Goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.2 **Commercially useful Function:** The performance of real actual work, or the provision of services, in the execution of any contractual obligation which the business has the skill and expertise to undertake and the responsibility of management and supervision.

2.3 **Equity ownership:** The percentage ownership and control, exercised by individuals within an enterprise determined in accordance with par 3.

2.4 **Owned:** Having all the customary elements of ownership, including the right of decision making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.5 **Historically disadvantaged individuals (HDI):** All South African Citizens:

(1) who, due to the apartheid policy that has been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993) ("the Interim Constitution") and/or
(2) who is a female; and/or
(3) who has a disability

Persons who obtained South African citizenship after the first democratic elections in April 1994, cannot qualify for preference as a HDI

3. ESTABLISHMENT OF HIS EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership **may not be claimed.**

4. ADJUDICATION USING A POINT SYSTEM

4.1 Responsive bids will be adjudicated by the Council using a system which awards points on the basis of :

< The Bidding Price
< Equity Ownership

4.2 The Bidder with the highest number of points will not necessarily be awarded the contract.

4.3 The preference point system should be calculated on the comparative price only.

4.4 Points scored will be rounded off to 2 decimal places.

4.5 In the event of equal points scored, the bid will be awarded to the Bidder scoring the highest number of points for equity owned by historically disadvantaged individuals.

5. POINTS AWARDED FOR PRICE

The following point system is prescribed in the Regulation of the Act.

(All references to **regulations** and/or **sub-regulations,** referred to the Regulations in terms of Section 5 of Act 5 of 2000.)

5.1 The 80/20 preference point system

The following formula must be used to calculate the points for price in respect of bids / procurement with a Rand value equal to, or below R50 000 000(inclusive of all applicable taxes)

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable bid

- A maximum of 20 points may be awarded to a Bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.

- The points scored by a Bidder in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.
- Only the bid with the highest number of points scored may be selected.

5.2 The 90/10 preference point system

The following formula must be used to calculate the points for price in respect of bids/procurement with a Rand value above R50 000 000(inclusive of all applicable taxes)

$$Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of bid under consideration.

Pt = Rand value of bid under consideration.

Pmin = Rand value of lowers acceptable bid

- A maximum of 10 points may be awarded to a bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.

- The points scored by a Bidder in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

5.3 The 80/20 preference point system for disposal or leasing of state assets and income generating procurement

The following formula must be used to calculate the points for price in respect of bids with a Rand value equal to, or above R50 000 000 and which relate to income generating contracts.

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for prices of tender under consideration

Pt = Rand value of bid under consideration

Pmax = Rand value of highest acceptable bid

- A maximum of 20 points may be awarded to a Bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.

- The points scored by a Bidder in respect of the goals contemplate in sub-regulation (2) must be added to the points scored for price.

- Only the bid with the highest number of points scored may be selected.

5.4 The 90/10 preference point system for disposal or leasing of state assets and income generating procurement

The following formula must be used to calculate the points for price in respect of bids with a Rand value above R50 000 000 and which relate to the income generating contracts

$$Ps = 90\left(1 + \frac{(Pt - Pmax)}{Pmax}\right)$$

Where

Ps = Points scored for price and tender under Consideration

Pt = Rand value of bid under consideration

Pmax = Rand value of highest acceptable bid

- A maximum of 10 points may be awarded to a Bidder for being an HDI and/or subcontracting with an HDI and/or achieving any of the specified goals stipulated in the regulation.

- The points scored by a Bidder in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

6. POINTS AWARDED FOR EQUITY OWNERSHIP BY HDI'S

(1) Preference points stipulated in respect of a bid must include preference points for equity ownership by HDI's

(2) The equity ownership contemplated in sub-regulation (I) must be equated to the percentage of an enterprise of business owned by individuals or in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the bid.

(3) In the event that the percentage of ownership contemplated in sub-regulation (2) changes after the closing date of the bid, the Bidder must notify the relevant organ of state and such Bidder will not be eligible for any preference points.

(4) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise of business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

(5) Subject to sub-regulations (1), (2), (3) and (4), all claims made for equity ownership by an HDI must be considered according to the following criteria:

(a) Equity within private companies must be based on the percentage of equity ownership.

(b) Preference points may not be awarded to public companies and tertiary institutions;

(c) The following formula must be applied to calculate the number of points for equity ownership by an HDI;

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations (1), (2), (3), and (4)

(6) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

(7) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-regulation (6) must be submitted to the relevant organ of state

(8) A Consortium of Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

(9) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.

(10) The points contemplated in sub-regulation (9) must be added to the points scored for price, in order to establish the total number of points scored.

(11) Subject to regulations 9 and 10, the contract must be awarded to the bid which scores the highest points.

(12) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

7. TOTAL BIDDING ADJUDICATION POINTS

7.1 The total number of bidding adjudication points awarded (N), is the sum of:
Np + Nep (Not to exceed 100)

8. BID DECLARATION

8.1 Bidders who wish to claim points in respect of Equity Ownership **must complete** the Declaration of Interest form.

MUSINA LOCAL MUNICIPALITY

Form A

(To be completed by Bidder)

FORM OF BID

TO: Municipal Manager
Musina Local Municipality
Musina

Sir,

BID NO: _____

DESCRIPTION: _____

I/We the undersigned, hereby did and should this bid be accepted in whole or in part, undertake to supply and deliver in good order and condition the material and/or equipment and/or to perform the works to be done to my/our ability and in conformity with the conditions, stipulations and quantities set out in the bid specifications and schedules attached hereto, in accordance with the order(s) which the Council may place in consideration of the price or rates set out in the said price schedule.

I/We hereby declare that I/We have read the said documentation and that I/We am/are fully acquainted with the contents thereof, and have signed all documents.

Witnesses

1. _____ _____

SIGNATURE

2. _____ _____

FIRM

_____

ADDRESS

Where the Bidder is a Company, Corporation or Firm, it must be stated by what authority the person signing does so i.e. by Articles of Association, Resolution, Power of Attorney or otherwise.

MUSINA LOCAL MUNICIPALITY

Form B

(To be completed by Bidder)

SIGNATORY AUTHORISATION

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

_____

(Name of Firm)

by virtue of _____ dated _____

Certified copy of the above authorisation is attached to this bid.

WITNESSES:

1. _____ _____

Signature(s)

_____

Full name of signatory

_____

Firm

2. _____ _____

_____

Address

PLEASE NOTE: **Failure** to complete all blank spaces on this form or to attend to other details mentioned therein will render the bid liable to rejection.

MUSINA LOCAL MUNICIPALITY

Form C

(To be completed by Bidder)

DECLARATION OF INTEREST

1. Information:

1.1 Name of firm : ……..
1.2 Postal address :……
……..
……..
……..
1.3 Physical address : ……..
……..
……..
……..
1.4 Telephone No. ……..
1.5 Fax No. : ……..
1.6 Contact Person : ……..
1.7 Company/enterprise ……..
1.8 Income tax reference No. ……..
1.9 VAT Registration No. ……..
1.10 Company registration No. ……..
1.11 Municipal Services Account No (if any) ……

***{Attached original copy of Tax Clearance Certificate from SARS or other suitable arrangement document issued by the SARS at the back of the bid document, as prescribed by the Preferential Procurement Policy Framework Act (5 of 2000).}**

2. Type of firm □

□ Partnership
□ One person business/sole trade
□ Close Corporation
□ (Pty) Limited
□ Trust
□ Other
(Tick one box)

3. Describe principal business activities

……

……

4. Company classification

□ Manufacturer
□ Supplier
□ Professional service provider
□ Contractor
□ Other service providers, e.g. transporter, etc.
(Tick one box)

5. Total number of years the firm has been in business?

……

6. Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices, etc.)

6.1 ……..
6.2 ……..
6.3 ……..

7. Do you share any facilities? □Yes □No (Tick on box)

If yes, which facilities are shared? ……..

With whom do you share facilities {name of firm(s)/individual(s)}

……
……
……

What is the other firm's principal business activities?

……
……

Are you affiliated with a professional body/organization?

□ Yes □ No (Tick on box)

If yes, please state these affiliations

……
……
……
……
……
……
……

8. List all partners, proprietors and shareholders etc. by name, Identity number, citizenship, HDI* status and ownership, as relevant.

Refer to paragraph 3.1 and 3.2 of Preference Point Explanation document.

Name	Status of Company	Identity Number	Citizen-Ship	HDI Status (Yes/No)	Date of ownership	% Owned by HDI's	Gender	Disability

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

- Refer to paragraph 2.5 of Preference Point Explanation.

9. Equity ownership claimed

- HDI Equity Ownership …….% = ……. Points out of 20.
  (<R1 000 000)

10. How many permanent staff members are employed by the firm: …….

10.1.1 List all individuals responsible for daily management and business decisions (Board, senior management team and responsibility) Attach separate list if necessary

Name	HDI (Y/N)	Gender	Responsibility	Length of service

11. List **All Contractors joint venture partners for this tender.**

11.1 CONTRACTS

Name of contractor and subcontractor	HDI (Y/N)	Gender	Percentage of work by each	Rand value
Total contract value			100%	R

Please submit copy of agreement(s) of subcontractors or joint ventures.

11.2 CORPORATE FINANCIAL STATUS

Audited financial statements from the most recent fiscal year, and the preceding two financial years.

11.3 COMPULSORY

Please submit copy of agreements I/We (1)……(2)…..…… (names) hereby certify that to the best of my/our knowledge the information, facts and representations are correct and that I/We are duly authorized to sign on behalf of the tenderer

12 I/We, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm certifies that the item(s) mentioned in part of the foregoing certificate qualifies/qualify for the preference(s) shown and acknowledge(s) that:

12.1 The information furnished is true and correct.
12.2 The Equity Ownership claimed is in accordance with the General Conditions.
12.3 Not more than 25% of the value of the contract at the time of award, exclusive of VAT and all allowances for contingencies and escalation, will be subcontracted to other parties.
12.4 In the event of a contract being awarded as a result of preferences claimed as shown in paragraph 9, the contractor may be required to furnish documentary proof to the satisfaction of the Musina Local Council that the claims are correct.
12.5 If the claims are found to be incorrect, the Council may, in addition to any other remedy it may have and be virtue of the authority conferred by Act 5 of 2000 –

- Recover all costs, losses or damages incurred or sustained by the Council as a result of the contract; and/or
- Cancel the contract and claim any damages which the Council may suffer by having to make less favourable arrangements after such cancellation; and/or
- Impose a penalty not exceeding 25% of the contract price.

A credible black economic empowerment deal should contain the four main aspects but not limited to:

• Ownership	:	Equity participation
	:	Asset ownership
	:	Acquire rights to and obligations
• Control	:	Ability to exercise legal rights associated with ownership
	:	51% shareholding or majority shareholding Control of the Board
• Management	:	HDI's day-to-day running of the business
• Transfer of skills	:	Capacity transfer
	:	Skill transfer
	:	Employee training

……..
SIGNATURE(S) BIDDER(S)

Print
Name(s):……..
……..

DATE:…… ADDRESS:……

WITNESSES:

A …… ……

B ……

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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, hareholder[2]):……..

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.
……

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

[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**

MBD 6.1

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to

substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

3.1.1 **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

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Points for HDI status (At least 51% Black owned)	10	
Points for 51% Women's Equity	4	
Points for black person with Disability	3	
Points for 51% owned Youth firm	3	
Form not completed or submitted	0	

NOTE:
The bidder must submit a CSD number or CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not (Medical certificate will be used to verify the disability status of the bidder) in order to claim the preferential procurement points.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……
……

4.4. Company registration number:
……..

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS:

.....

.....

.....

MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

CERTIFICATION

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

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

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

……... ……..

Signature **Date**

……. **……..**

Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

___

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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

MUSINA LOCAL MUNICIPALITY

Form D

(To be completed by Bidder)

CERTIFICATE OF PREFERENCE CLAIMED BY BIDDER FOR LOCAL CONTENT AND SABS MARK

1. The attention of Bidders is directed to the preferences summarized in Section 35 of the Local Government Ordinance of 1939. The preferences are quoted hereunder to facilitate reference.

2. Bidders, offering goods in respect of which these preferences may be claimed, and who in fact do claim these preferences, are required to quote the number of the contract item or to describe the article under the heading "No of Contract Item/Description" opposite the relevant preference classification and to complete paragraph 5 of the certificate.

3. Bidders claiming preference are further required to state, in the column provided hereunder the country of origin of goods wholly imported or the local content of goods manufactured of both South African and imported components.

Preference Classification	No. of contract Item/Description of Article	Country of origin
a) 1% - where the local content in relation to the bid price is not more than 5%		

b) 2% - where the local content in relation to the bid price is more than 5% but not more than 10%		
c) 3% - where the local content in relation to the bid price is more than 10% but not more than 20%		
d) 4% - where the local content in relation to the bid price is more than 20% but not more than 30%		
e) 5% - where the local content in relation to the bid price is more than 30% but not more than 40%		
f) 6% - where the local content in relation to the bid price is more than 40% but not more than50%		
g) 7% - where the local content in relation to the bid price is more than 50% but not more than 60%		
h) 8% - where the local content in relation to the bid price is more than 60% but not more than 70%		
i) 9% - where the local content in relation to the bid price is more than 70% but not more than 80%		
j) 10% - where the local content in relation to the bid price is more than 80%		
k) 2,5% - on goods manufactured in South Africa and bearing the stamp of the SABS where such goods are offered in competition with other goods manufactured in South Africa, but without the stamp of the SABS and such preference shall be calculated on the bidding price and shall be in addition to any preference allowed under a) to j) above.		
l) 1% - where imported goods are offered in competition with other imported goods, from stock held in South Africa		

4. INTERPRETATION OF TERMS

For the purpose of paragraph 3 –

"local content" shall mean that portion of the bidding price which is not included in the definition "imported content" shall mean the delivered cost at the factory in the Republic of South Africa, of that portion of the bidding price which is imported or to be imported irrespective whether imported or to be imported by the Bidder, or his suppliers or sub-contractors.

"delivered cost at the factory" shall mean the overseas costs plus direct import cost such as freight, landing costs, dock dues and import duty at the South African port of entrance as well as transport and handling cost to the factory in the Republic of South Africa where the goods offered are manufactured or assembled.

5. I/We certify that I/We fully and accurately examined the cost and that to the best of my/our knowledge, belief and experience the preference rate claimed by me/us is correct and in accordance with the true local content.

Name of Bidder (in full) _____

Address _____

_____

_____

_____ Date: _____

Signature of person/s authorised to sign this certificate on behalf of the Bidder:

……..

Witnesses

1._____ 2._____

MUSINA LOCAL MUNICIPALITY

Form E

(To be completed by Bidder)

CONTRACT BETWEEN THE EMPLOYER AND BIDDER IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT

The Employer and the Bidder hereby agree, in terms of the provisions of Section 37(2) and Section 10 of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as the Act, that the following arrangement and procedures shall apply between them to ensure compliance by the Tenderer with the provisions of the Act, namely:

1. The Bidder undertake to acquaint the appropriate officials and employees, including temporary employees, of the Bidder with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.

2. The Bidder undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulation will be fully complied with.

3. The Bidder hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolve the Musina Local Municipality from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

4. The Bidder agrees that all duly authorised officials of the Musina Local Municipality shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Bidder has complied with his undertakings as set our more fully in paragraphs 1 and 2 above, which steps may include, but will not be limited to, the right to inspect and appropriate site or premises occupied by

the Bidder, or to inspect any appropriate records held by the Bidder.

5. The Bidder shall be obliged to report forthwith to the Musina Local Municipality any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Contract Number:……

Description:
……
……

SIGNED ON BEHALF OF THE MUSINA LOCAL MUNICIPALITY:

DATE: ……

SIGNATURE: …..……..

DESIGNATION: ……

ADDRESS: PRIVATE BAG X611
MUSINA

SIGNED ON BEHALF OF THE BIDDER:

DATE: ……

SIGNATURE: ……

DESIGNATION: ……

ADDRESS: ……..

……..