

TENDER DOCUMENT



| Project Name | Project Number |
|--|----------------------|
| APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION OF A NEW VALUATION ROL AND SUBSEQUENT UPDATING OF THE VALUATION ROLL (SUPPLEMENTARY) IN TERMS OF LOCAL GOVERNMENT MUNICIPAL PROPERTY RATES ACT NO 6 OF 2004 AT TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF FIVE (5) YEARS. | SCM/TSW/20/2025-2026 |

Contact: Mr. Thabiso Matyesini / Mr. Sello Tsoleli

Tel: (051) 853 1111

Fax: (051) 853 1332 (during office hours)

Name of the Bidder.....

Amount (vat inclusive)

Address.....

.....

.....

Contact Number.....

E-mail Address.....

Closing date: **03 June 2026** at 12H00

Initial here: _____

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
 - a. CLIENT, EMPLOYER, TSWELOPELE LOCAL MUNICIPALITY.
 - b. BID, TENDER AND VARIATIONS THEREOF
 - c. JOINT VENTURE / CONSORTIUM
 - d. TENDERER, BIDDER, CONTRACTOR

1. FULL DESCRIPTION OF THE TENDER

APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION OF A NEW VALUATION ROL AND SUBSEQUENT UPDATING OF THE VALUATION ROLL (SUPPLEMENTARY) IN TERMS OF LOCAL GOVERNMENT MUNICIPAL PROPERTY RATES ACT NO 6 OF 2004 AT TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF FIVE (5) YEARS.

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE

2. RULES FOR BIDDING

- 2.1 The municipality is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection,
- 2.2 Documents submitted by bidders will not be returned. The municipality reserves the right to return late bid submission unopened,

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- 2.3 The municipality reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the municipality decide not to proceed with the bid,
- 2.4 The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement.
- 2.5 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately,
- 2.6 Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids,
- 2.7 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned,
- 2.8 Should the contract between the municipality and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated,
- 2.9 Bidders should not scratch out without initialling next to the amended rates or information, affecting the evaluation of the bid,
- 2.10 The Bid document must be properly signed by a party having the authority to do so, according to the example of “Authority or Signatory”,
- 2.11 Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached (Invoice/statement from the Lessor), lease agreement alone will not be accepted,
- 2.12 Bidders will be disqualified if any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters,
- 2.13 The Accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - 2.13.1 Who is in the service of the state, or;

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- 2.13.2 If that person is not a natural person, of which any Director, Manager, Principal Shareholder or Stakeholder, is a person in the service of the state; or;
- 2.13.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
- 2.14 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification,
- 2.15 **All functionality and all other returnables will be exposed to verification process, and any returnable proven to be a fake document, the bidders document will be rejected o subjected to disqualification.**
- 2.26 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document,
- 2.27 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number,
- 2.28 Fully completed and signed tender documents must be deposited into the tender box located at: 01 Bosman Street, Civic Centre, Bultfontein,9670. The sealed envelope must specify the following:
 - 2.28.1 Bid number
 - 2.28.2 Closing Date and time
 - 2.28.3 The name and address of the tenderer
- 2.29 The service provider must ensure that all staff working under this contract are adequately trained prior to the commencement of the contract.
- 2.30. The Municipality has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.

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T1.1 BID NOTICE AND INVITATION TO BID

SCM/TSW/20/2025-2026: APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION OF A NEW VALUATION ROL AND SUBSEQUENT UPDATING OF THE VALUATION ROLL (SUPPLEMENTARY) IN TERMS OF LOCAL GOVERNMENT MUNICIPAL PROPERTY RATES ACT NO 6 OF 2004 AT TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF FIVE (5) YEARS.

Tswelopele Local Municipality hereby invites suitably qualified Bidder for the APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION OF A NEW VALUATION ROL AND SUBSEQUENT UPDATING OF THE VALUATION ROLL (SUPPLEMENTARY) IN TERMS OF LOCAL GOVERNMENT MUNICIPAL PROPERTY RATES ACT NO 6 OF 2004 AT TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF FIVE (5) YEARS. Bids marked for the attention of the Municipal Manager must be submitted in a sealed envelope marked **“SCM/TSW/20/2025-2026: APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION OF A NEW VALUATION ROL AND SUBSEQUENT UPDATING OF THE VALUATION ROLL (SUPPLEMENTARY) IN TERMS OF LOCAL GOVERNMENT MUNICIPAL PROPERTY RATES ACT NO 6 OF 2004 AT TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF FIVE (5) YEARS.** must be deposited in the tender box located at Tswelopele Local Municipality no later than **03 June 2026 at 12H00.** Offices; No. 1 Bosman Street; Civic Centre, Bultfontein; 9670.

Tender documents are available from Tswelopele Local Municipality Website www.tswelopele.gov.za and www.etenderportal.gov.za from the 04 May 2026.

The tenders will be evaluated and adjudicated in line with the approved Supply Chain Management Policy of Tswelopele Local Municipality using 80/20 preference point system in accordance with the Preferential Procurement Policy Framework Act.

The tenders will also be adjudicated and evaluated using:

1. Returnables.
2. Functionality
3. PPP Calculations = 80
4. Specified Goals = 20 (Race, Gender, Disability and Youth)

There is no site briefing for the tender.

Tenders which are late or submitted by facsimile or electronically will not be accepted. Prices quoted must be valid for 60 days from closing date of this tender. The municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender either wholly or a part thereof or to disclose reasons for their decision.

Enquiries can be directed to SCM Unit at (051) 853 1111 during office hours.

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There will be no briefing session. Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions will be available on E-tender portal (www.etender.gov.za) as well as on municipal website (www.tswelopele.gov.za) When downloaded from the municipal website, tender documents are uncontrolled and the responsibility lies with the bidder to ensure the printout is in line with the Authorized Version on the system.

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked "TENDER" Description of Project / Project Number" as mentioned above.

Closing date of this tender is **03 June** 2026 at 12H00 and should be deposited in the tender box at Tswelopele Local Municipality. Documents must be submitted at 12H00 at 1 Bosman Street, Civic Centre, Bultfontein, 9670. Late submission will be returned unopened.

Preferential Procurement Policy Framework of 2022, on 80/20-point system. Tenders will remain valid for 90 (ninety) days.

Enquiries related to this tender should be addressed to Mr Thabiso Matyesini or Mr Sello Tsoleli at (051) 8531111 during working hours.

T Manele
TSWELOPELE MUNICIPALITY
01 BOSMAN STREET
CIVIC CENTRE
BULTFONTEIN
9670

Initial here: _____

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

| | | | | | |
|-------------|----------------------|---------------|--------------|---------------|-------|
| BID NUMBER: | SCM/TSW/20/2025-2026 | CLOSING DATE: | 03 June 2026 | CLOSING TIME: | 12:00 |
|-------------|----------------------|---------------|--------------|---------------|-------|

| | |
|-------------|---|
| DESCRIPTION | Appointment of service provider for compilation of a new valuation roll and subsequent updating of the valuation roll (supplementary) in terms of local government municipal property rates act no 6 of 2004 at Tswelopele local municipality for a period of five (5) years. |
|-------------|---|

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

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SUPPLIER INFORMATION

| | | | |
|----------------|--|--|--|
| NAME OF BIDDER | | | |
|----------------|--|--|--|

| | | | |
|----------------|--|--|--|
| POSTAL ADDRESS | | | |
|----------------|--|--|--|

| | | | |
|----------------|--|--|--|
| STREET ADDRESS | | | |
|----------------|--|--|--|

| | | | | |
|------------------|------|--|--------|--|
| TELEPHONE NUMBER | CODE | | NUMBER | |
|------------------|------|--|--------|--|

| | | | | |
|------------------|--|--|--|--|
| CELLPHONE NUMBER | | | | |
|------------------|--|--|--|--|

| | | | | |
|------------------|------|--|--------|--|
| FACSIMILE NUMBER | CODE | | NUMBER | |
|------------------|------|--|--------|--|

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|----------------|--|--|--|--|
| E-MAIL ADDRESS | | | | |
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|-------------------------|--|--|--|--|
| VAT REGISTRATION NUMBER | | | | |
|-------------------------|--|--|--|--|

| | | | | | |
|-----------------------|----------|--|----|---------|--|
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
|-----------------------|----------|--|----|---------|--|

| | | | |
|--|--|---|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
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| | | | |
|-------------------------------|--|-----------------|---|
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
|-------------------------------|--|-----------------|---|

| | | | |
|---------------------|--|------|--|
| SIGNATURE OF BIDDER | | DATE | |
|---------------------|--|------|--|

| | | | |
|---|--|--|--|
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
|---|--|--|--|

| | |
|--|--|
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | TECHNICAL INFORMATION MAY BE DIRECTED TO: |
|--|--|

| | | | |
|------------|--|----------------|--|
| DEPARTMENT | | CONTACT PERSON | |
|------------|--|----------------|--|

| | | | |
|----------------|--|------------------|--|
| CONTACT PERSON | | TELEPHONE NUMBER | |
|----------------|--|------------------|--|

| | | | |
|------------------|--|------------------|--|
| TELEPHONE NUMBER | | FACSIMILE NUMBER | |
|------------------|--|------------------|--|

Initial here: _____

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|------------------|--|----------------|--|
| FACSIMILE NUMBER | | E-MAIL ADDRESS | |
| E-MAIL ADDRESS | | | |

Initial here: _____

PART B TERMS AND CONDITIONS FOR BIDDING

| | | | | | | | | | | |
|--|--|--|--|--|---|--|--|--|--|--|
| 1. BID SUBMISSION: | | | | | | | | | | |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> | | | | | | | | | | |
| 2. TAX COMPLIANCE REQUIREMENTS | | | | | | | | | | |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> | | | | | | | | | | |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | | | | | | |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p> | 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | | |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | | |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | | |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | | |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | | | | | | |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Initial here: _____

T1.2 BID DATA

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

| Clause number | Data |
|--|--|
| F.1.1 ACTIONS | The Employer is: The Municipal Manager Tswelopele Local Municipality 01 Bosman Street Civic Centre Bultfontein 9670 |
| F.2.1 ELIGIBILITY | Companies that fit all the requirements of this bid as specified. |
| F.2.7 CLARIFICATION MEETING | <i>NONE</i> |
| F.2.12 ALTERNATIVE TENDER OFFERS | <i>No alternative bid is to be accepted!</i> |
| F.2.13.2 SUBMITTING A TENDER OFFER | The <u>whole original</u> bid document, as issued by the Municipality , shall be submitted. Bids may only be submitted on the Bid documentation issued by the municipality |
| F.2.14 CLOSING TIME | The closing time for submission of bid offers is: Date: 03 June 2026 Time: 12H00 Telephonic, telegraphic, facsimile or e-mailed bid offers will not be accepted. |
| F.2.15 TENDER OFFER VALIDITY | 1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 10 days to respond to the service offer. |

| Clause number | Data |
|---|---|
| F.1.9 INSPECTIONS, TESTS AND ANALYSIS | Access should be provided to the municipality for the inspection of the tenderer's offices if required. |

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|--|---|
| <p>F.1.10 CERTIFICATES AND ATTACHMENTS</p> | <p>The bidder is required to attach the following Valid documents to the tender document:</p> <ol style="list-style-type: none"> a. Proof of registration on Central Supplier Database [Last verified between the date of advert and the closing date] detailing all compliance requirements of the Bidder; b. SARS Pin to be attached – the Municipality will be verifying the tax status of the bidder on evaluation before the award. c. Evidence (invoice/account statement) that the municipal rates and taxes or municipal charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached (Invoice/statement from Lessor), lease agreement alone will not be accepted, d. Valid proof of registration with SACPVP - Professional Associated Valuers (Pr AVal), and/or Professional Valuers (Pr Val), e. Valid bank rating A to C, not older than 3 months. f. Prospective bidder must comply with any related legislation. g. Submit the above documents (a to e) for each company if bidding as a joint venture h. Joint venture, consortium agreements (if applicable). <p>Note: Failure to attach the above documents will lead to automatic disqualification from further evaluation</p> |
| <p>F.1.11 OPENING OF BID SUBMISSIONS</p> | <p>There will be public opening of bids. The Municipality will publicise the tender opening register on the website: www.tswelopele.gov.za after the closing date.</p> |
| <p>F.1.12 TWO-ENVELOPE SYSTEM</p> | <p>A two-envelope procedure will not be followed.</p> |
| <p>F.1.12 ARITHMETICAL ERRORS</p> | <ol style="list-style-type: none"> a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line-item total shall be corrected.</u> c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of |
| <p>Clause number</p> | <p>Data</p> |

Initial here: _____

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| | <p>prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p> |
| F.1.13 EVALUATION OF BID OFFERS | <p>The preference procedure for evaluation of responsive bid offers shall be the 80/20-point preference system.</p> <ul style="list-style-type: none"> - where 80 points will be allocated in respect of price - 20 points will be allocated towards specific goals - Note: All bids will be evaluated firstly on returnable compliance and functionality before the evaluation on 80/20-point system - Evaluation will take place as follows <p>Stage 1: Returnable schedule</p> <p>Stage 2: Functionality</p> <p>Stage 3: Calculation of specified Goals (Race, gender, Youth and Disability).</p> |
| F.1.14 ACCEPTANCE OF BID OFFER | <p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions shall not be considered and shall automatically be rejected. Administrative and arithmetic errors will be dealt with as documented in F.2.11 and F.3.9</p> |
| F.1.15 PROVIDE COPIES OF THE CONTRACTS | <p>The number of paper copies of the signed contract to be provided by Tswelopele Municipality is one.</p> |
| ADDITIONAL CONDITIONS APPLICABLE TO THIS BID | <p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 <i>The Municipal shall confirm validity of all functionality documents attached with relevant person indicated, we may require Previous Purchase Orders or previous payments from the reference contact person indicated in the returnable claiming functionality points. It will take 3 attempts for the Municipality to do so if the committee fails to confirm the validity of the returnable from the reference contact person such returnable will not be awarded a point.</i> 3 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 4 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the regions as specified in the tender document. 5 The bid document shall be submitted as a whole and not in parts. 6 List of returnable documents (PART T2) must be completed in full. (i.e.: A bidder's company profile will not be used by the TLM to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.</p> |

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F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1. the tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2. these conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

- a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

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Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his/ her principals, is not under any restriction to do business with the employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

Initial here: _____

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may ensue during the contract term.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract inclusive of applicable projected escalation as provided for in the conditions of contract identified in the contract data and not subject to any further adjustment; payable on a monthly basis.

F.2.10.3 State the rates and prices in South African Rand only.

F.2.10.4 The **municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract**

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

Initial here: _____

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as "ORIGINAL"

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, will be regarded by the employer as non-responsive.

F.2.15 Closing Time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender Offer Validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.16.3 The contract will be valid for a period of five (5) years.

It would be expected of the successful Service Provider to assume duty upon appointment on the date to be determined by the municipality.

Initial here: _____

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

Initial here: _____

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

Initial here: _____

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a. Complies with the requirements of these Conditions of Tender,
- b. Has been properly and fully completed and signed, and
- c. Is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a. Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b. Change the Employer's or the tenderer's risks and responsibilities under the contract,
- c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.

Initial here: _____

- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/ her arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 EVALUATION METHODOLOGY

- a. In addition to all items highlighted under Page 2 titled “**Very Important Notice on Disqualifications**”, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
- b. Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of successful bidders on the municipal website

F.3.14 Municipality's right to accept or reject any or all Bids

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or

Initial here: _____

- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.3.15. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- **addenda issued during the tender period,**
- **inclusion of the returnable documents,**
- **other revisions agreed between the employer and the successful tenderer, and**
- **the schedule of deviations attached to the form of offer and acceptance, if any.**

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3. List of attachments required for Evaluation Purposes

- a. Proof of registration on Central Supplier Database [Last verified between the **date of advert** and the **closing date**] detailing all compliance requirements of the bidder;
- b. SARS Pin must accompany the tender document
- c. Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached (invoice/statement from the Lessor), lease agreement alone will not be accepted,
- d. Valid proof of registration with SACPVP - Professional Associated Valuers (Pr AVal), and/or Professional Valuers (Pr Val),
- e. Valid bank rating A to C, not older than 3 months,
- f. Return all fully completed and duly signed bidding documents (MBD), returnable schedules and Contract Data forms,
- g. Submit the above documents for each company if bidding as a joint venture
- h. Joint venture, consortium agreements (if applicable).

Initial here: _____

APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION OF A NEW VALUATION ROL AND SUBSEQUENT UPDATING OF THE VALUATION ROLL (SUPPLEMENTARY) IN TERMS OF LOCAL GOVERNMENT MUNICIPAL PROPERTY RATES ACT NO 6 OF 2004 AT TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF FIVE (5) YEARS.

3. EVALUATION METHODOLOGY

Stages of Evaluation

- Guidelines for Evaluation using the Points method
 - a. Score sheets will be prepared and provided to evaluation committee members to evaluate the bids.
 - b. The score sheet should contain all the criteria for points as well as the values to be applied for evaluation as indicated in the bid documents.
 - c. Each evaluation Committee member should after thorough evaluation independently award his / her own value to each individual points.
 - d. Score sheets should be signed by evaluation committee members and if necessary, written motivation may be requested from evaluation committee members where vast discrepancies in the values awarded for each point exist.
 - e. If the minimum qualifying score for functionality is indicated as points in the bid documents, the points scored for functionality may be calculated as follows:
 - i. The scores for each point should be added to obtain the total score; and
 - ii. The following formula should be used for the total score for functionality:

Ps = Points

Stage 1: Evaluation on functionality

Under functionality, Bidders must achieve a minimum of 60 Points of the total points (rounded to the nearest decimal point) for functionality (quality of service) in order to be considered for further evaluation in stage 2 (Evaluation on Price and Specified Goals).

Initial here: _____

| | | |
|---------------------|---|-------------------------------|
| | The minimum qualifying score for functionality is 60 points to be further evaluated | |
| ITEM | CRITERIA | WEIGHT |
| A | Bidder must provide AT LEAST (1-4) appointment and reference letters for appointment of service provider for compilation of a new valuation roll and subsequent updating of the valuation roll (supplementary). | 30 |
| | <p>1. 4> x Appointment and reference letters</p> <p>2. 2-3x Appointment and reference letters</p> <p>3. 1- x Appointment and reference letters</p> <p><i>Reference letters must include (Duration of contract, type of service rendered, contract value, name of company and contact person for verification)</i></p> | <p>30</p> <p>20</p> <p>10</p> |
| B | Key Personnel experience: CV and Qualifications | 20 |
| | <p>1. Project leader registered with SACPVP - Professional Associated Valuers (Pr AVal), and/or Professional Valuers (Pr Val) = 5 points</p> <p>2. Project leader Years of experience (Profile/CV):</p> <ul style="list-style-type: none"> - 15 years or more = 15 points - 10-14 years = 10 points - 5-9 years = 5 points | <p>5</p> <p>15</p> |
| C | The bidder must provide their project plan with regard to compilation of a new valuation roll and subsequent updating of the valuation roll (supplementary) | 10 |
| | <p>-Copy of project implementation plan attached</p> <p>- Copy project implementation plan not attached</p> | <p>10</p> <p>0</p> |
| D | Professional Indemnity | 20 |
| | <p>Valid proof of public liability insurance</p> <ol style="list-style-type: none"> 1. Minimum R5 000 000 2. Less than R5 000 000 | <p>20</p> <p>0</p> |
| E | Financial capacity: Bank Rating | 20 |
| | <ol style="list-style-type: none"> 1. A 2. B 3. C | <p>20</p> <p>15</p> <p>10</p> |
| TOTAL POINTS | | 100 |

Initial here: _____

Failure to submit all valid/credible documents will result in the bidder not being further evaluated.

Stage 2: Evaluation on Price and specified Goals 80/20

2.1 Financial offer and evaluation on price points

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the Specific Goals claimed, and if so, score Bid evaluation points for specific Goals.
- Calculate total Bid evaluation points (Price points plus specified goals points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- The bidder obtaining the highest number of total points will be awarded the contract.
- Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for Specific goals Points
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific Goals, the successful bid must be the one scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2.2 Price formula

$$N_p = \frac{80[1 - (P_t - P_{min})]}{P_{min}}$$

- Where: N_p = the number of bid/tender adjudication points awarded for price.
- P_t = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- P_{min} = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

2.3 Scoring for Specific Goals

Initial here: _____

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million.

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

| Black-owned | Number of points on 80/20 points system | Number of points on 90/10 points system | Required Proof |
|-------------------------------|---|---|------------------------|
| 51-100%Black-owned enterprise | 8 | 3 | CSD Report and ID Copy |
| 41-50% Black-owned enterprise | 6 | 2 | CSD Report and ID Copy |
| 31-40%Black-owned enterprise | 4 | 1 | CSD Report and ID Copy |
| 21-30% Black-owned enterprise | 2 | 0 | CSD Report and ID Copy |
| 0-20% Black-owned enterprise | 1 | 0 | CSD Report and ID Copy |

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

| Women-owned | Number of points on 80/20 points system | Number of points on 90/10 points system | Required Proof |
|--------------------------------|---|---|------------------------|
| 51-100% Women-owned enterprise | 4 | 3 | CSD Report and ID Copy |
| 31-50% Women-owned enterprise | 3 | 1 | CSD Report and ID Copy |
| 11-30% Women-owned enterprise | 2 | 1 | CSD Report and ID Copy |
| 1-10% Women-owned enterprise | 1 | 1 | CSD Report and ID Copy |

Initial here: _____

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

| Disability-owned | Number of points on 80/20 points system | Number of points on 90/10 points system | Required Proof |
|-----------------------------------|---|---|---|
| 51-100% Disabled-owned enterprise | 4 | 2 | ID Copy, CSD Report and medical certificate |
| 31-50% Disabled-owned enterprise | 3 | 1 | ID Copy, CSD Report and medical certificate |
| 11-30% Disabled-owned enterprise | 2 | 1 | ID Copy, CSD Report and medical certificate |
| 1-10% Disabled-owned enterprise | 1 | 0 | ID Copy, CSD Report and medical certificate |

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

| Youth-owned | Number of points on 80/20 points system | Number of points on 90/10 points system | Required Proof |
|--------------------------------|---|---|------------------------|
| 51-100% Youth-owned enterprise | 4 | 2 | CSD Report and ID Copy |
| 31-50% Youth-owned enterprise | 3 | 1 | CSD Report and ID Copy |
| 11-30% Youth-owned enterprise | 2 | 1 | CSD Report and ID Copy |
| 1-10% Youth-owned enterprise | 0 | 0 | CSD Report and ID Copy |

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PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT.....
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1: SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.3: PROPOSED KEY PERSONNEL

FORM 2.1.4: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: AUTHORITY FOR SIGNATORY

FORM 2.1.6: SCHEDULE OF PROPOSED SUB-CONTRACTORS

FORM 2.1.7: FINANCIAL REFERENCES

FORM 2.1.8 DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.9 AMENDMENTS & QUALIFICATIONS BY BIDDER

Initial here: _____

FORM 2.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

- a) Total Turnover in the previous financial year? R _____
b) Estimated turnover for current financial year? R _____

Physical facilities: Provide information on Company offices/Premises

| Description | Address | Area (m ²) |
|-------------|---------|------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

List current contracts and obligations [maximum]:

| Description | Location | Value (R) | Start date | Expected completion date |
|-------------|----------|-----------|------------|--------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Initial here: _____

FORM 2.1.2 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

The Municipality requires the appointment of a Municipal valuer and a substitute 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 47 of 2000) may be designated as the Municipal valuer or substitute Municipal Valuer.

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

The bidder must nominate the person to be designated as the substitute Municipal Valuer by completing **Schedule 2**.

The Municipality reserves the right to:

Fully investigate the qualifications, experience and performance of the bidder's nominated person/s in terms of **Schedule 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 bidder(s) nominated person/s if appointed by the Municipality as their Municipal Valuer and a substitute 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 nor any reason whatsoever no longer be associated or employed by the bidder, Municipality reserves the right to cancel this agreement and hold the bidder and/or appointed Municipal Valuer liable for any damages it may suffer results thereof.

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

The nominated and designated Municipal Valuer and Substitute 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.

Initial here: _____

The Municipal Valuer and Substitute Municipal Valuer do by their signature of Schedule 1 and 2 bind themselves jointly and severally with bidder to fulfil all terms and conditions of this tender together with all the schedules.

The Municipal Valuer and Substitute Municipal Valuer will be required upon appointment, to comply in terms of section 43(1) © with the code of Conduct set out in Schedule 2 of the Municipal System Act 2000 9 (Act No.32 of 2000).

SCHEDULE1

AFFIDAVIT, NOMINATION AND DECLARATION OF MUNICIPL VALUER

The bidder hereby nominates the following person to be designated by the Municipality in terms of section 33(1) as the Municipal valuer.

Full Names

ID Number

Professional Qualifications

Professional Registration no (Attach certified copy of certificate)

Initial here: _____

Have you ever been disqualified as a valuer? If Yes full details and reasons to be supplied

.....

.....

.....

.....

.....

Have you been summoned to appear at any disciplinary hearing of either South African Institute of Valuers and/or South African Council for the Property Valuers Profession or other recognised professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer outcome.

.....

.....

.....

.....

Initial here: _____

Work Experience in compiling mass Municipal Valuations

| Name of Municipality | Period of valuation roll | No. of properties on a roll | Reference | Contact Details |
|-----------------------------|---------------------------------|------------------------------------|------------------|------------------------|
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Initial here: _____

VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any valuation boards in terms of previous legislation? If Yes:

| Name of Municipality | Name of Chairperson | Name of Secretary | Date of hearing |
|----------------------|---------------------|-------------------|-----------------|
| | | | |
| | | | |

VALUATION APPEAL BOARD HEARING

Have you appeared in front of a Valuation Appeal Board in terms of previous legislation or the Act?

If Yes:

| Name of Municipality | Name of Chairperson | Name of Secretary | Date of hearing | No. of Appeals | No. of appeals upheld by the board | What was the % reduction by the board compared to valuations compiled by you? |
|----------------------|---------------------|-------------------|-----------------|----------------|------------------------------------|---|
| | | | | | | |
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Initial here: _____

The undersigned do here make oath and say that:

The questionnaire has been completed by me in full.

I have not withheld any information in regards to the completion of this questionnaire and that all information supplied by me is true and correct.

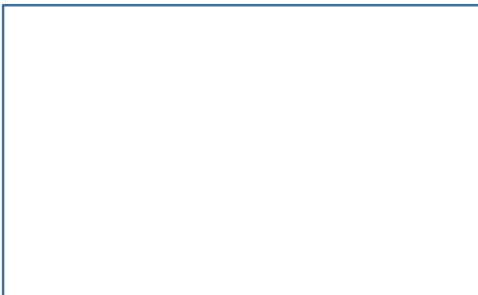
I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I further undertake by my signature (if I am not the bidder) to bind myself jointly and severally with bidder to fulfil all obligations and requirements of this tender.

Signed by me at _____ this _____ day _____ 2026.

SIGNATURE: NOMINATED PERSON AS MUNICIPAL VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS



I hereby certify that the deponent has acknowledged that he/she knows the contents of this affidavit and that it was signed and sworn to before me

At _____ on the day of _____ 2026.

Justice of Peace/Commissioner of Oaths

Initial here: _____

SCHEDULE 2

AFFIDAVIT, NOMINATION AND DECLARATION OF SUBSTITUTE MUNICIPAL VALUER

In the event of the nominated person as Municipal valuer, not being able to carry out his functions and/or duties in terms of his tender to accident, death, ill health, resignation or insolvency, the person nominated as the substitute Municipal valuer shall continue with the functions of the Municipal valuer and shall assume all responsibilities in terms hereof as if he were the Municipal valuer.

Full Names

ID Number

Professional Qualifications

Professional Registration no (Attach certified copy of certificate)

Initial here: _____

Have you ever been disqualified as a valuer? If Yes full details and reasons to be supplied

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

Have you been summoned to appear at any disciplinary hearing of either South African Institute of Valuers and/or South African Council for the Property Valuers Profession or other recognised professional bodies relating to the valuation profession? If yes, full details including date of hearing, presiding officer outcome.

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

Initial here: _____

Work Experience in compiling mass Municipal Valuations

| Name of Municipality | Period of valuation roll | No. of properties on a roll | Reference | Contact Details |
|-----------------------------|---------------------------------|------------------------------------|------------------|------------------------|
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List of properties included in any of the valuation rolls compiled by you of a special nature/ requiring specific skills i.e. airport, mines, quarries and etc.

| Description of Property | Type of Property | Method of valuation | Municipality |
|--------------------------------|-------------------------|----------------------------|---------------------|
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Initial here: _____

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Initial here: _____

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VALUATION BOARD HEARING EXPERIENCE

Have you appeared in front of any valuation boards in terms of previous legislation? If Yes:

| Name of Municipality | Name of Chairperson | Name of Secretary | Date of hearing |
|----------------------|---------------------|-------------------|-----------------|
| | | | |
| | | | |

VALUATION APPEAL BOARD HEARING

Have you appeared in front of a Valuation Appeal Board in terms of previous legislation or the Act?

If Yes:

| Name of Municipality | Name of Chairperson | Name of Secretary | Date of hearing | No. of Appeals | No. of appeals upheld by the board | What was the % reduction by the board compared to valuations compiled by you? |
|----------------------|---------------------|-------------------|-----------------|----------------|------------------------------------|---|
| | | | | | | |
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Initial here: _____

The undersigned do here make oath and say that:
 The questionnaire has been completed by me in full.

I have not withheld any information in regards to the completion of this questionnaire and that all information supplied by me is true and correct.

I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I further undertake by my signature thereof that in the event of the nominated Municipal valuer in terms of schedule 1(A) hereof not being able to carry his duties as a result of accident, death, ill health or solvency, I hereby bind myself jointly and severally with bidder and/or the Municipal Valuer to fulfil all obligations and requirements of this tender.

Signed by me at _____ this _____ day _____ 2026.

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.
Give names and telephone numbers and e-mail address per reference. Please provide latest contact details.

| CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED | TEL NO, FAX NO, EMAIL | DESCRIPTION OF WORK | CONTRACT VALUE (R) | CONTRACT PERIOD |
|---|-------------------------|---------------------|--------------------|-----------------|
| | _____ _____ _____ | | | |
| | _____ _____ _____ | | | |
| | _____ _____ _____ | | | |

Initial here: _____

FORM 2.1.4 AUTHORITY FOR SIGNATORY

All signatories, including sole proprietors, shall confirm their authority by **attaching to this bid** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

FORM 2.1.5 SCHEDULE OF PROPOSED SUB-CONTRACTORS (PLEASE WRITE N/A IF NO SUBCONTRACTOR WILL BE USED)

Provide details on all sub-contractors you intend utilising for this contract

| Type of work to be used for | a % of contract | Name of subcontractor | b % HDI ownership | c = a x b Total contribution to HDI ownership |
|-----------------------------------|--------------------|--------------------------------------|----------------------|--|
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| Total % of contract subcontracted | | Total contribution of HDI ownership: | | |

FORM 2.1.6 FINANCIAL REFERENCES

DETAILS OF BIDDING ENTITY'S BANK

Initial here: _____

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/ We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO BIDDER |
|--|--|
| Name of bank | |
| Contact person | |
| Branch name & code | |
| Street address | |
| Bank Telephone number | () |
| Account number | |
| Type of account, (i.e. cheque account) | |

Attach Bank letter with Company Bank Rating

FORM 2.1.7 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

Initial here: _____

DESCRIPTION

| |
|--|
| |
|--|

FORM 2.1.8 AMENDMENTS AND QUALIFICATIONS BY BIDDER

See condition of bid
Attach additional information on a separate sheets and initial all of them

Initial here: _____

| PAGE | DESCRIPTION |
|------|-------------|
| | |

Initial here: _____

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 CERTIFICATION

FORM 2.2.4 MBD 9

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

- (a) Bid to provide to APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION OF A NEW VALUATION ROL AND SUBSEQUENT UPDATING OF THE VALUATION ROLL (SUPPLEMENTARY). at all municipal premises/facilities described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) Confirm that this bid may only be accepted by Tswelopele Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
- (e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between TLM and the undersigned;
- (g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.
- (h) Acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of TLM that the claims are correct. If the claims are found to be inflated, TLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by TLM as a result of the award of the contract and/or cancel the contract and claim any damages which TLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) Declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and

Initial here: _____

- (k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

Signed at _____ on this _____ day of _____ 20 _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

Sign as witness: _____

FORM 2.2.2 DECLARATION OF INTEREST

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

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

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

- 3.1 Are you presently in the service of the state[□] **YES / NO** _____

If yes, furnish particulars _____

- 3.2 Have you been in the service of the state for the past twelve (12) months? **YES /NO**

If yes, furnish particulars _____

- 3.3 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 _____

Initial here: _____

If yes, furnish particulars _____

□ SCM Regulations: "in the service of the state" means to be – (a) a member of –

- (i) any municipal Council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

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

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

If yes, furnish particulars _____

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

If yes, furnish particulars _____

Initial here: _____

FORM 2.2.3 CERTIFICATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. THAT ANY MISREPRESENTATION OF INFORMATION MAY LEAD TO IMMEDIATE CANCELLATION OF THE AGREEMENT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE AUTOMATICALLY REJECTED.

Signature

Date

Company Name

Position

Initial here: _____

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**

(delete whichever is not applicable for this tender).

- a) ~~The applicable preference point system for this tender is the 90/10 preference point system.~~
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) ~~Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

1.3 Points for this tender (even in the case of a tender for income-generating contracts) 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.

Initial here: _____

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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

Initial here: _____

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

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.)

Initial here: _____

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 (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
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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

Initial here: _____

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 forward the matter for criminal prosecution, if deemed necessary.

| | |
|------------------------------------|-------|
| | |
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |
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MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Initial here: _____

- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
- abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | <p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

Initial here: _____

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Initial here: _____

FORM 2.2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- b) 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.
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) 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.
- e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Initial here: _____

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: TSWELOPELE LOCAL MUNICIPALITY

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

I certify, on behalf of

(Name of Bidder)

that:

- 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:
- has been requested to submit a bid in response to this bid invitation;
- could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: a) prices; b) geographical area where product or service will be rendered (market allocation) c) methods, factors or formulas used to calculate prices; d) the intention or decision to submit or not to submit, a bid; e) the submission of a bid which does not meet the specifications and conditions of the bid; or 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.

Initial here: _____

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

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

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

Signature

Date

Company Name

Position

Initial here: _____



T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

| | Date | Title or Details |
|---|-------------|-------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

Attach additional pages if more space is required.

Signature of Authorized person: _____ Date: _____

Name of authorized person: _____ Position: _____

Initial here: _____

PART C1 PRICING DATA

C1.1 PRICING INSTRUCTIONS

C1.2 BILL OF QUANTITIES

C1.3 PRICING STRUCTURE

C1.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the sites without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the provision of services in identified sites, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

Initial here: _____

- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only
- Amount : The quantity of an item multiplied by the bidder's rate of the (same) item. Should be quoted in ZAR currency only
- Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

Initial here: _____

No = No
% = Percentage
Prov Sum = Provisional Sum

C1.2 SCOPE OF WORK (BILL OF QUANTITIES)

Bidders are invited from experiences and suitably qualified bidders to compile and maintain valuation roll/s and supplementary valuation rolls.

Bidder(s) will be required to compile a valuation roll and supplementary Valuation Rolls for the period: -

1 July 2027 up to 30 June 2032.

In addition to compiling the said to assist Municipality in:-

Bidder's nominated person/s will be required to assist the Municipality in:-

1. The amendment of the rates Policy in terms of the Act in regard to valuation matters.
2. Community Participation and Public Awareness relating to the valuation and objection process.11
3. Attending to Valuation Enquiries on behalf of the Municipality.
Bidder's nominated person/s will be required to undertake the following functions and/or services:
4. Valuation of different categories of properties in terms of section 8(2).
5. Valuation of multiple purpose properties in terms of section (9) and the review thereof, if so required.
6. Exemptions, reductions or rebates in-terms of section 15 and the review thereof, if required by the Municipality.
7. Compile valuations in terms of Section 7(1) and subject to the provisions of section 30(2), where applicable.
8. Compliance with the provisions of Section 30.
9. Compile the valuation rolls as at date of valuation in terms of section 31.
10. Comply fully with Section 34 – Functions of Municipal valuer.
11. Section 36 – data collectors. Assume responsibility for their performance.
12. Comply with section 37 – Delegation where applicable and if necessary.
13. Comply with section 39 – Qualifications of Municipal Valuers.
14. Comply with Section 40 – prescribed Declarations.
15. Comply with section 41 – Inspection of property within defined days and times.
16. Comply with Section 42 – Access to information.
17. Comply with Section 43 – Conduct of valuers.
18. Comply with Section 44 – Protection of Information

Initial here: _____

19. Comply with Section 45 – Valuation methodology and section 13 hereof
20. Comply with Section 46 – General basis of valuation.
21. Comply with Section 47 – Sectional title Schemes.
22. Comply with Section 48 – Content of valuation roll including any additional information that the Municipality may require in terms of this tender.
23. Comply with Section 51 – Processing of objections.
24. Comply with section 52(1) (3) – Compulsory review
25. Comply with section 53 - Notification
26. Comply with Section 69 – Decision of Valuation appeal Board and Section 34(f).
27. Comply with Section 78 – supplementary valuations including annual reviews of multiple properties in terms of section 9 and properties affected in terms of Section 15 of the Act, if so required by the Municipality.
28. Comply with section 81 & 82 of the Act. Tender(s)/nominated Person (s) shall provide and make available all data and valuations for purpose of internal monitoring by the Municipality as well as monitoring by the MEC of 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.

- Date of evaluation: shall mean the date of valuation as determined by the Municipality in terms the Act;
- Date of draft Submission: shall mean the date upon which the Municipality if so required by them requires the nominated person to submit data relevant to the valuation roll to enable the Municipality to use such data in the preparation of their rates policy and tariffs;
- Date of final submission: shall mean the date upon which the certified roll/s are handed to the Municipality by the nominated persons(s).
- Specialised Properties: Specialised properties are all properties other than residential dwellings, agricultural farming units and typical income producing properties.
- Data and Information: includes valuations, calculations, spreadsheets, data bases, files, maps analysis and systems, whether electronic or hard copy photographs and/or satellite imagery and /or copies thereof, GIS data, including cadastral and other spatial data, deeds records, sale and rental records and/or any other information that is obtained and used in the fulfilment of this tender.
- Data Ownership: All data obtained, collected and/or utilised in the compilation and maintenance of the valuation roll and supplementary valuations rolls belongs to the Municipality

Initial here: _____

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

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

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

The bidder 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, bidder 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.

2. PROTECTION OF PERSONAL INFORMATION ACT (POPIA), No. 4 of 2013

The Bidder understands that in performing the duties of the Municipal Valuer, it will act as an Operator on behalf of the Municipality (Responsible Party) in terms of POPIA.

The bidder must process personal information strictly for the performance of its obligations in compiling the General and Supplementary Valuation Rolls and for no other ancillary or commercial purpose.

The bidder is strictly prohibited from selling, sharing, or exchanging any personal data acquired during the execution of this contract with any third party.

All staff, including field data collectors, must sign confidentiality agreements.

3. CONFIDENTIALITY

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

In addition, data may not be used for personal gain by the bidder or the bidder's business, any employee, subcontract or any agent of the bidder or any other person, body or organisation receiving the information or data through the tenderer, or any employees or agents

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

Initial here: _____

4. PENALTIES AND DEFAULTS

It is a specific condition of this tender that the bidder is required to perform his task to an acceptable standards and shall be obliged to meet the deadlines determined by the Municipality. In the event of the bidder not conforming to the standards required by the Municipality as contained in the tender document, bidder shall be given 30 days written notice to remedy such default failing which, the Municipality will be allowed to cancel this appointment without further notice.

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

- Non-Compliance to submission dates
- Breach of confidentiality and/or conflict of interest.
- Inadequate valuation performance in terms of section 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 a bidder 30 days' notice to remedy such default, failing which the Municipality shall cancel this tender without further notice or advice. Municipality shall in either situation of: inadequate valuation performance being suspected by the Municipality and/or inadequate valuation results arising from the 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 the suspicion. Such person shall consider the merits of the allegations made by the Municipality.

Nominated Person as well as the tender 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, nominated person and Bidder. The Municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the tenderer. Allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the bidder and nominated person.

Initial here: _____

Should the Municipality suffer any losses as a result of the default of the tender 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 the bidder and/or the nominated person/s.

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

PENALTIES

1. Delay in complying with stage 1 of the tender, R1 000 per day until completion.
2. Delay in complying with stage 2 of the tender, R1 000 per day until completion.
3. Delay in complying with stage 3 of the tender, R1 000 per day until completion.
4. Delay in complying with stage 4 of the tender, R1 000 per day until completion.
5. Delay in complying with stage 5 of the tender, R1 000 per day until completion.
6. Delay in complying with stage 6 of the tender, R1 000 per day until completion.
7. Delay in complying with stage 7 of the tender, R1 000 per day until completion.

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

5. INSURANCE

Bidder 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 5million and Public Liability Insurance held by the bidder for a minimum value of R5 000 000.

6. VALUATION SUMMARY

The bidder 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

Initial here: _____

| DESCRIPTION | ESITMATED NO OF ENTRIES |
|---|-------------------------|
| Residential Properties | 12271 |
| Industrial Properties | 154 |
| Business & Commercial Properties | 430 |
| Agricultural Properties | 2015 |
| Properties Owned by an Organ of State & Used for Public Service Purpose | 58 |
| Public Service Infrastructure Properties | 392 |
| Properties Owned by Public Benefit Organisations & Used for Specified Benefit Activiies | 6 |
| Properties Used for Multiple Purposes | 3 |
| Mining Properties | 0 |
| | |
| TOATAL ESTIMATED NO OF ENTRIES | 15329 |

| | | |
|--------------------|-----------|---------------------|
| 1 July 2027 | to | 30 June 2028 |
| 1 July 2028 | to | 30 June 2029 |
| 1 July 2029 | to | 30 June 2030 |
| 1 July 2030 | to | 30 June 2031 |
| 1 July 2031 | to | 30 June 2032 |

Bidder will be required to submit a certified supplementary valuation roll by the 1st of January of each year or any such date as may be required by the Municipality.

Supplementary Valuations will be compiled on an ongoing basis as they occur and supplied to Municipality as soon as is reasonably possible.

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

Initial here: _____

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 a set out in **Schedule 3** hereof.

7. OBJECTIONS

Bidder must comply with provisions of section 51, 52 & 53 of the Act.

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

8. APPEALS

The bidder must attend all hearings of the valuation appeal board. The cost of attending to the hearing is reflected in **schedule 3**.

9. DATA COLLECTION AND DATA COLLECTION SYSTEMS

Bidder will be fully responsible for the obtainment of all data necessary for bidder to compile the valuation roll and supplementary valuation rolls.

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 other recognised South African bodies relating to the valuation profession.

Bidder(s) shall base their tender on the estimated number of entries above. Upon submission of the certified valuation roll an adjustment based on the actual number of entries as reflected in the Property Master will be made and compared to the above estimate. The tender price will be then adjusted to pro rata on the difference on the entries and the price will be calculated on the type of category relating to the entry under 1.1 to 1.10 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.

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

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

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

Initial here: _____

bidder 30 days written notice setting out their findings and request bidder to rectify such default, failing to do so the Municipality shall be entitled to cancel this tender without any further notice.

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

The collection of data on behalf of the Municipality is critical and vital in the determination of true and accurate Municipal valuations. Where bidders has made use of aerial photography and or satellite imagery utilizes at his discretion and/or supplied by him either voluntary or on behalf of the Municipality, such aerial photographs and/or satellite imagery will become the data of the Municipality and the bidder shall have no lien thereon.

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

In all cases the following data will be applicable;-

- Extent of ERF
- Date of purchase (where available)
- Purchase price (where available)
- Multiple use (if applicable)
- Name of owner
- Street address
- Use of the Property

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

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

1. Current Valuation Roll;
2. Copies of all Supplementary Valuation Rolls;

Initial here: _____

OPTIONS

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

10.2 DATA RELATING TO COMPILATION OF THE VALUATION ROLL

| NO | FUNCTION | MUNICIPALITY TO PROVIDE | BIDDER TO PROVIDE/ OBTAIN |
|-----------|---|--------------------------------|----------------------------------|
| 1. | Aerial photographs/satellite imagery | No | No |
| 2. | Building plans | Yes | |
| 3. | Bulk deeds download at commencement date | No | Yes |
| 4. | Cadastre | Yes | No |
| 5. | Copies of all offers received to purchase and/or lease Municipal Properties | Yes | No |
| 6. | Copies of all sales/ rentals agreements relating to properties sold by Municipality whether registered or not | Yes | No |
| 7. | Copies of all consent use applications received, approved or declined | Yes | No |
| 8. | Copies of all township applications, rezoning, consolidations, notarial ties submitted to Municipality | Yes | No |
| 9. | Copies of all approvals and/or rejections by Municipality of the above | | |
| 10. | Copies of all policies decisions relating to immovable property within Municipality | Yes | No |
| 11. | Development plan | Yes | No |
| 12. | Geographic Information system | Yes | No |
| 13. | Monthly clearance certificates | Yes | |

| | | | |
|-----|---|-----|-----|
| 14. | Monthly deeds downloads | No | Yes |
| 15. | Monuments and heritage buildings declared from time to time | Yes | No |
| 16. | Occupation Certificates | Yes | No |
| 17. | Planned roads and other infrastructural services, proposed reservoirs, power lines, sewer mains, water mains, etc. | Yes | No |
| 18. | Report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirement | Yes | No |
| 19. | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc. | Yes | No |
| 20. | Town Planning Scheme | Yes | No |
| 21. | With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township register. - Copy of Proclamation Notice - Amendment scheme. - Services agreement | Yes | No |

10.3 SUPPLEMENTARY VALUATION ROLL

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

DATA RELATING TO THE COMPILATION OF SUPPLEMENTARY VALUATION ROLLS.

| NO | FUNCTION | MUNICIPALITY TO PROVIDE | BIDDER TO PROVIDE/OBTAIN |
|-----------|---|--------------------------------|---------------------------------|
| 1. | Aerial photographs/satellite imagery | No | No |
| 2. | Building plans and schedule of monthly completed buildings | Yes | No |
| 3. | Cadastre Monthly updates | Yes | No |
| 4. | Monthly Copies of all offers received to purchase and/or lease Municipal Properties | Yes | No |
| 5. | Monthly Copies of all sales/ rentals agreements relating to properties sold by Municipality whether registered or not | Yes | No |
| 6. | Monthly copies of all consent use applications received, approved or declined | Yes | No |
| 7. | Monthly copies of all township applications, rezoning, consolidations, notarial ties submitted to Municipality | Yes | No |
| 8. | Monthly copies of all approvals and/or rejections by Municipality of the above | Yes | No |
| 9 | Monthly copies of all policies decisions relating to immovable property within Municipality | Yes | No |
| 10. | Development plan and changes thereto | Yes | No |
| 11. | Geographic Information system, monthly maintenance thereof - if applicable | Yes | No |

| | | | |
|-----|---|-----|-----|
| 12. | Monthly clearance certificates | Yes | |
| 13. | Monthly deeds downloads | No | Yes |
| 14. | Monuments and heritage buildings declared from time to time | Yes | No |
| 15. | Occupation Certificates where available. | Yes | No |
| 16. | Planned roads and other infrastructural services, proposed reservoirs, power lines, sewer mains, water mains, -ongoing basis | Yes | No |
| 17. | Regular report of properties affected by environmental restraints or subjected to onerous environmental impact assessment requirement – ongoing basis | Yes | No |
| 18. | Reports on properties that are adversely affected by adverse soil conditions or prohibition on development i.e. land subject to dolomite etc. | Yes | No |
| 19. | Town Planning Scheme – updates thereof | Yes | No |
| 20. | With each approved subdivision, consolidation and/or Township Proclamation or opening of a Township register. <ul style="list-style-type: none"> - Copy of Proclamation Notice - Amendment scheme. - Services agreement | Yes | No |
| 21. | Annual inspection and review of section 9 & 15 properties referred to in the Act. | Yes | No |
| 22. | Monthly diagrams from surveyor general | Yes | No |

| | | | |
|-----|---|-----|----|
| 23. | Notices appearing in government gazette/ Provincial gazette relating to properties within the Municipality | Yes | No |
| 24. | Annual review of rates policy copy thereof | Yes | No |

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

11. VALUATION SYSTEM

Bidder shall satisfy Municipality that its valuation system will adequately be capable of producing the valuation rolls. The minimum, requirements of the Valuation System must be as follows:-

11.1 The valuation system must be compatible with the billing system of the Municipality.

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

12. Other

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

The valuation system must be able to extract properties, state owned properties as well as categories of properties in terms of the rates policy of the Municipality.

13. DATA BACK UP AND DISASTER RECOVERY PLAN

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

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

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

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.

14. GENERAL

Bidder will ensure that he/she fully acquaints him/herself with the amount of data to be stored and what data needs to be protected and satisfies the Municipality or its duly appointed consultant that the bidder has an adequate computer system to fully comply with the needs of paragraph 17 hereof as well as any other computer needs of the tender.

15. KEY TASK FUNCTIONS

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

| STAGE | DESCRIPTION | DEADLINE DATE |
|-------|--|---|
| 1. | Initial data collection, deeds download, existing valuation download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where o existing valuation roll exists creation of property master. | Information will be provided on appointment |
| 2. | Obtaining of new data necessary to compile valuations;- Including inspections, data capture, sales, measurements, rentals, expense ratios etc. | Information will be provided on appointment |
| 3. | Compiling of valuations | Information will be provided on appointment |
| 4. | Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation | Information will be provided on appointment |
| 5. | Submission of draft roll | Information will be provided on appointment |
| 6. | Corrections and submission of certified roll | Information will be provided on appointment |
| 7. | Objections process as per Act | Information will be provided on appointment |

| | | |
|----|--|---|
| 8. | Attending to all valuation enquiries | Information will be provided on appointment |
| 9. | Submission of all data or copies thereof to Municipality & issuing of final delivery certificate | Information will be provided on appointment |

16. GUIDELINES OF WHAT IS REQUIRED IN EACH CASE:

Accurate data collection is critical during the duration of the entire contract. Bidder(s) will have to ensure that data collected can be monitored by Municipality and verified. Critical data that has a direct effect on valuations i.e. size, zoning, values etc. must be able to be fully audited by a 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 submission of draft certified valuation rolls will result in delays in the finalisation of the annual rates policy, which will ultimately affect the determination of the rates structure of the Municipality.

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

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

17. MINIMUM REQUIREMENTS PER STAGE

Stage 1: Documentation

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

Bulk deeds download

- Download all data onto bidder(s) valuation system.
- Compare cadastre with the deeds download and existing Municipal valuation roll.

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

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.

STAGE3: VALUATION COMPILATION:

Analysis of all data and compiling of draft valuations.

SATGE 4: INTERNAL MONITORING OF VALUATIONS:

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

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

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

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

STAGE5: SUBMISSION OF DRAFT ROLL:

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

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

Bidder 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, bidder shall bind and certify the roll for submission to the Municipal Manager.

STAGE 7: OBJECTION PROCESS:

Bidder will be obliged to attend to the following:

Receive objections in terms of section 50(5).

Comply with section 51 and where section 52(2) is applicable comply with section 52(a).

Comply with section 5(1) and 53 (3).

STAGE 8: VALUATION APPEALS BOARD HEARINGS:

In terms of section 34(f) bidder shall be obliged to attend all sitting of the valuation Appeals Board.

STAGE 9: ATTENDING TO ALL VALUATION ENQUIRIES:

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

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

Bidder(s) will have to ensure that within 30 (thirty) days of submission of the valuation roll and each supplementary 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.

18. PUBLIC PARTICIPATION AND AWARENESS:

Bidder(s) may be required to attend meetings in regard to the rating policy as well as being involved in public awareness relating to the valuation process. Bidders 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 are set in Schedule 3 hereof.

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

PROJECT LOCATION

– Tswelopele Local Municipality

N.B: It must be noted that TSWELOPELE Municipality has the right to either subtract or add other facilities subsequent to an agreement with the winning service providers during the subsistence of the agreement.

C1.3 Pricing Structure

METHODS OF PAYMENT

| STAGE | DESCRIPTION | % Payable | Penalty |
|-------|--|-----------|---------|
| 1. | Initial data collection, deeds download, existing valuation download, establishment of master file, comparison between newly created property master and existing Municipal valuation records or where o existing valuation roll exists creation of property master. | 35% | |
| 2. | Obtaining of new data necessary to compile valuations;- Including inspections, data capture, sales, measurements, rentals, expense ratios etc. | 15% | |
| 3. | Compiling of valuations | 10% | |
| 4. | Internal monitoring of valuations including accuracy of data, review of sales and valuations between date of commencement and date of valuation | 0% | |
| 5. | Submission of draft roll | 5% | |
| 6. | Corrections and submission of certified roll | | |
| 7. | Objections process as per Act | 10% | |

| | | | |
|----|--|-----|--|
| 8. | Attending to all valuation enquiries | 20% | |
| 9. | Submission of all data or copies thereof to Municipality & issuing of final delivery certificate | 5% | |

SCHEDULE 3

DETERMINATION OF FEES

The following schedule of fees will be the basis of the tender

Bidder(s) are not permitted to change the basis upon which they have been asked to tender. Any variation from the column "How to tender" will invalidate this tender.

| Item | Description | How to tender | Amount including VAT | Comment |
|------|---|----------------------|----------------------|---|
| 1 | Valuation roll | Fixed tender amount | | Price evaluation will be based on the fixed tender amount |
| 2.1 | Section 51 Compliance | | Nil | Part of compilation fee |
| 2.2 | Section 53 (3) | Per reason incl. VAT | | |
| 3.1 | Appeals Board Hearings: Preparation and consultations with professionals appointed by the Municipality for specific appeals | Per Hour Incl VAT | | |
| 3.2 | Attendance at Appeal Board Hearing | Per day incl. VAT | | |
| 4 | Data collection | Fixed fee incl. VAT | | Bidder to refer to what is required under Paragraph 23 hereof |

| | | | | |
|----|--|--------------------------------------|--|--|
| 5 | Public awareness | Fixed fee incl. VAT | | |
| 6 | Valuations other than for rating purposes | State the basis of fees incl. VAT | | |
| 7 | Consultations | Hourly rate incl. VAT | | |
| 8 | Valuation enquiries | Fixed fee incl. VAT | | |
| 9 | Travelling expenses for valuations other than for rating | State tariff to be applied incl. VAT | | |
| 10 | Disbursements for valuations other than for rating | State tariff to be applied incl. VAT | | |
| 11 | Additional copies of valuation roll | Per additional copy incl. VAT | | |

PART C3 AGREEMENT AND CONTRACT DATA [WHITE]

C3.1 FORM OF OFFER AND ACCEPTANCE

C3.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C3.1 FORM OF OFFER AND ACCEPTANCE [THIS SECTION MUST BE COMPLETED AFTER APPOINTMENT]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **APPOINTMENT OF SERVICE PROVIDER FOR COMPILATION OF A NEW VALUATION ROL AND SUBSEQUENT UPDATING OF THE VALUATION ROLL (SUPPLEMENTARY) IN TERMS OF LOCAL GOVERNMENT MUNICIPAL PROPERTY RATES ACT NO 6 OF 2004 AT TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF FIVE (5) YEARS.**

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS FOR DURATION OF THE CONTRACT.

Rand (in words);

R _____ (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

Company Name _____

Name of Witness _____

Signature _____

Date: _____

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part C1 Pricing Data

Part C2 Scope of Work

Part C3 Agreements and Contract Data, (which includes this Agreement)

AND Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

DISPUTE RESOLUTION

- 1.1. In the event of any dispute or difference arising between the Parties out of, or in relation to, or in connection with this Agreement, or the interpretation thereof, or its termination, both while in force and after its termination, the Party claiming such dispute or difference shall, subject to any of its rights, forthwith advise the other in writing thereof. The dispute shall be referred to the applicable authorities of the Service Provider and Tswelopele Local Municipality who shall, within 14 (fourteen) days of receipt of such notice, meet and negotiate in good faith in order to resolve such dispute or difference.
- 1.2. The Parties agree to explicitly exclude arbitration as a method of resolving disputes of differences arising between them in connection with this agreement.
- 1.3. This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 1.4. This clause is severable from the rest of this Agreement and will remain valid and binding on the Parties notwithstanding any termination of this Agreement.

TERMINATION/CANCELLATION AND BREACH OF AGREEMENT

- 1.5. This Agreement will commence on the Effective Date and remains in full force and effect for the duration of the Agreement subject to Tswelopele Local Municipality's right of termination as provided for in clause 5 hereof and as provided in Clause 12.
- 1.6. The Service Provider may terminate this Agreement by giving 30 (thirty) calendar days' notice to Tswelopele Local Municipality, provided that nothing shall preclude either Party from terminating this Agreement summarily for any cause recognized in law as sufficient.
- 1.7. Tswelopele Local Municipality may summarily terminate this Agreement if the Service Provider is liquidated, whether provisionally or finally; has an execution levied against its assets; is investigated or found guilty by any official prosecution/investigative authority in regard to fraud or dishonesty or any criminal act and/or civil liability.
- 1.8. Tswelopele Local Municipality may, within reasonable period as permitted by GCC and after a written notice of termination to the Service Provider, terminate this Agreement and claim damages or elect to enforce this Agreement if, in Tswelopele Local Municipality's sole discretion, the Service Provider:

- 1.8.1. has abandoned this Agreement or breached a material term or condition of this Agreement;
- 1.8.2. has breached any other term of condition of this Agreement and has failed to remedy the breach within a period of 14 (fourteen) days after receiving written notice of the breach from Tswelopele Local Municipality;
- 1.8.3. has persistently or flagrantly neglected to carry out its obligations under this Agreement;
- 1.8.4. has committed an act of gross negligence or incompetence; or
- 1.8.5. has assigned this Agreement or any part thereof without the consent in writing of Tswelopele Local Municipality.
- 1.9. Should this Agreement be terminated by mutual agreement between Tswelopele Local Municipality and the Service Provider, the obligations of Tswelopele Local Municipality shall be limited to the payment of such amounts of work done by the Service Provider, and failing such agreement shall not exceed such amounts as may be due and payable for Services rendered in compliance with this Agreement, up to the date that this Agreement is terminated.
- 1.10. Tswelopele Local Municipality's termination of this Agreement or any claim of immediate, specific performance of all of the Service Provider's obligations under this Agreement shall be without prejudice to Tswelopele Local Municipality's right to claim damages, or cancel the Agreement.

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

Company Name _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: TSWELOPELE LOCAL MUNICIPALITY

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

2. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details

2 Subject _____

Details

3 Subject _____

Details

4 Subject _____

Details

5 Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: TSWELOPELE LOCAL MUNICIPALITY

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

C3.2 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

On this the _____ day of _____ 20 _____

Between **TSWELOPELELOCAL MUNICIPALITY** (hereinafter called "the
Employer") herein represented by _____

In his/her capacity as _____

And

(Hereinafter called "the Mandatory") of the other part, herein represented by

In his/her capacity as _____

WHEREAS the Employer is desirous that certain works be undertaken as per this contract:

and has accepted a Bid by the Mandatory for the provision of such services and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's representative requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued
 - (b) the date of termination of the Contract
- 3 The Mandatory declares himself/herself to be conversant with the following:

- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 3 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 4 The Mandatory warrants that all his/her and his/her subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 5 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
- 6 In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on

_____ 20 _____,

Mr/Ms

_____ whose signature

Appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS SIGNATURE _____

NAME _____

(IN CAPITALS)

**N.B. MAKE SURE YOU INDEX ALL THE ATTACHMENTS FOR EASE OF IDENTIFICATION
...THE END.....**